

Covering Grievances Heard February 1971

MAR 1 1971

70 Hegenberger Road

Oakland, Calif. 94621

CASE NO.	FEE DECISION	PAID BY LOCAL Check No.	AMOUNT DUE J. W. A. C.	REFUND DUE LOCAL
		Amount		

2-8-3562 Postponed

✓ 11-70-5529	Union Pays	33329	25.00	Durkee Interp. 5-70-105340
--------------	------------	-------	-------	----------------------------

2-71-5731 Company Pays

2-71-5771 Withdrawn

2-71-5832 Union Pays 33764 25.00 *Ringsby Case 11-2-40 5880*

2-71-5833	Split Fee	33766	25.00	<i>King's Bay</i> 11-0-405881	12.50
-----------	-----------	-------	-------	-------------------------------	-------

2-71-5868 Postponed

2-71-5869 Postponed

✓ 2-71-5870 Union Pays 25.00 *Trancon 1-71-LD5962*


2-71-5871 Withdrawn

2-71-5872 Withdrawn

2-71-5888	Split Fee	12.50	Wells Cargo
-----------	-----------	-------	-------------

JC = 7-0-40 5626

Bay Area: #8-0-CB-3507

SUBTOTAL (Amt. on Deposit  \$ _____
for Pending Cases)

37.50 Due

TOTAL AMOUNT PAID \$ 75.00

- 12.50 Refund

TOTAL AMOUNT DUE. PLEASE REMIT \$ 25.00

TOTAL AMOUNT REFUND (J. W. A. C. Check No. 94867 enclosed) \$ 25.00

paid = 3-16-71

FROM THE DESK OF

3/16
CATHERINE M. PERALTA

Lorraine - please
let me know
ck # and date
paid for hiring
of 70 cases by June.

Thank you,

Cathy

Courtesy of EAST BAY LABOR JOURNAL and the JOURNAL PRESS
For ALL of your printing needs call JOE or PAUL at ANDOVER 1-3980

J. W. A. C. FEE STATEMENT
 Covering Grievances Heard February 1971

RECEIVED
 MAR 1 1971

Teamster Local #70
70 Hegenberger Road
Oakland, Calif. 94621

CASE NO.	FEE DECISION	PAID BY LOCAL Check No.	AMOUNT DUE J. W. A. C.	REFUND DUE LOCAL
2-8-3562	Postponed			
✓ 11-70-5529	Union Pays	33329	25.00	<i>Duke's Interpretation 5-70-LD 5340</i>
2-71-5731	Company Pays			
2-71-5771	Withdrawn			
✓ 2-71-5832	Union Pays	33764	25.00	<i>Ringsby Case 11-0-LD 5880</i>
✓ 2-71-5833	Split Fee	33766	25.00	<i>Ringsby 11-0-LD 5881 12.50</i>
2-71-5868	Postponed			
2-71-5869	Postponed			
✓ 2-71-5870	Union Pays		25.00	<i>Transon 1-71-LD 5962</i>
2-71-5871	Withdrawn			
2-71-5872	Withdrawn			
2-71-5888	Split Fee		12.50	<i>Wells Cargo #2703</i>
				<i>Je # 7-7-0-LD 5626</i>
				<i>Bay Area # 8-0-CB-3567</i>

SUBTOTAL (Amt. on Deposit —————→ \$
 for Pending Cases)

37.50 Due

TOTAL AMOUNT PAID —————→ \$ 75.00

- 12.50 Refund

TOTAL AMOUNT DUE. PLEASE REMIT —————→ \$ 25.00

TOTAL AMOUNT REFUND (J. W. A. C. Check No. 94867 enclosed) \$ 25.00
paid = 3-16-71

*Lushman
Hansen*



RECEIVED
MAR 1 1971

WESTERN CONFERENCE OF TEAMSTERS

1870 Ogden Drive, Burlingame, California 94010 phone 697-0500

February 26, 1970



MEMORANDUM

TO WHOM IT MAY CONCERN:

FROM: THE WESTERN MASTER FREIGHT DIVISION

In accordance with Article 45 of the Western States Area Supplements to the National Master Freight Agreement, the rules adopted by the J. W. A. C., and the determination of the Joint Western Area Grievance Committees, this is a billing for the hearing of cases at the February 8-12, 1970 meeting of the Joint Western Area Committee.

(SEE ATTACHED SHEET FOR BILLING)

In accordance with the above mentioned rules and policies, the amount(s) due must be remitted to the Joint Western Area Committee prior to the May 10, 1971 J. W. A. C. meeting, in order to have cases heard that involve the Company or Union you represent.

This also applies to all cases heard involving Supplements to the Western States Area Master Agreement.

Please make checks payable to:

JOINT WESTERN AREA COMMITTEE

and mail to:

Western Master Freight Division
1870 Ogden Drive
Burlingame, California 94010

FROM THE DESK OF

~~3-8-71~~
3-8-71
CATHERINE M. PERALTA

Lorraine -

For your info.
you will receive a
billing for the following
cases heard at the JWC
Feb. 1971. If it does
not agree - please see
Cathy.

2-71-5832 Ringley (11-0-LD5880)
2-71-5870 Transon (11-71-LD5962)
2-71-5875 San Land (D-997)
11-70-5591 Western Electric (12-0-LD5914)
Cathy

Courtesy of EAST BAY LABOR JOURNAL and the JOURNAL PRESS
For ALL of your printing needs call JOE or PAUL at ANDOVER 1-3980

RECEIVED
FEB 3 - 1971

AGENDA AND ORDER OF BUSINESS
FOR THE MEETING OF
UNION MEMBERS - JOINT WESTERN AREA COMMITTEE
AND
REPRESENTATIVES OF LOCAL UNIONS
FEBRUARY 8-9-10-11-12, 1971
DEL WEBB'S TOWNE HOUSE
SAN FRANCISCO, CALIFORNIA
* * * * *

1. Roll Call of Union members of the Joint Western Area Committee.
2. Approval of Minutes of the November 9, 1970 meeting of Union members of the JWAC and Local Union Representatives.
3. Identification of other representatives of Local Unions and visitors.
4. Naming of Main Committee and Sub-Committee panels.
5. Powers of Attorney approved by the division.
6. Standard Contract Participation approved by the division.
7. Other communications.
8. Reports and questions from J.S.C. or JWAC Committee Members.
9. Discussion of cases on the February JWAC Agenda.
10. ADJOURNMENT.

RECEIVED
FEB 3 - 1971

PROPOSED
JOINT WESTERN AREA COMMITTEE AGENDA
SUBMITTED BY THE
WESTERN MASTER FREIGHT DIVISION
FEBRUARY 8-9-10-11-12, 1971
DEL WEBB'S TOWNE HOUSE
MARKET AT EIGHTH
SAN FRANCISCO, CALIFORNIA
* * * * *

JOINT SESSION OF THE FULL COMMITTEE - DEL WEBB'S TOWNE
HOUSE - 10:00 AM. - MONDAY - FEBRUARY 8, 1971

1. Approval of the Minutes of the November, 1970 session of the J.W.A.C.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the February sessions of the J.W.A.C.
4. Naming of members of the Main Committee and Sub-Committees.
5. Naming of Alternate Main Committee to act on Discharges and Warning Letters with final and binding authority.
6. Communications.
7. Other procedural or policy matters to come before the J.W.A.C.
8. ADJOURNMENT.

MULTI-CONFERENCE CHANGE OF OPERATIONS

T.I.M.E., DC., INC.

CASE #MC-CO-4-2/71

Locals:

104, Phoenix, Arizona
150, Sacramento, California
180, Los Angeles, California
224, Los Angeles, California
439, Stockton, California
468, Oakland, California
941, El Paso, Texas
961, Denver, Colorado

577, Amarillo, Texas
886, Oklahoma City, Oklahoma
710, Chicago, Illinois

(Pages #1 thru #12)

CONSOLIDATED FREIGHTWAYS

CASE #MC-CO-15-8/70

Local: 839, Pasco, Washington

Clarification

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
** * * * * *

Case #
MC-CO-4-2/71

T.I.M.E., DC, INC.

Multi-
Conference

Locals involved:

Change of
Operations

104, Phoenix, Arizona
150, Sacramento, California
180, Los Angeles, California
224, Los Angeles, California
439, Stockton, California
468, Oakland, California
941, El Paso, Texas
961, Denver, Colorado

577, Amarillo, Texas
886, Oklahoma City, Oklahoma

710, Chicago, Illinois

(See Pages 1 thru 12)

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

* * * * *

Case # T.I.M.E., DC. INC.
MC-CO-4-2/71

T.I.M.E.-DC, Inc. herein requests a Change of Operation, due principally to a recently obtained order from the Interstate Commerce Commission which increases our flexibility on service to and from the Bay Area.

Heretofore, routes named in our certificate necessitated moving to and from the Bay Area via Los Angeles. With receipt of Sub 118, effective December 4, 1970, we are now authorized to travel from Denver and/or Oklahoma City over presently authorized highways to Barstow, California, thence over California 58 to Bakersfield, California, thence over presently authorized routes. A map attached hereto reflects the old and new route authorization. We trust that you will recognize the prior circuitry of our authority and will accordingly, then, recognize the advantage gained by the Commission's approval. We are, unfortunately, still at a partial disadvantage to the extent that we do not have the direct authority as held by some of our competitors, namely, the more direct route of I-80.

References made herein to the Bay Area shall continue to include Oakland, Hayward, San Francisco, Sacramento, and Stockton.

Determinations and comparisons made herein have been based on January, February, March, July and August, 1970.

Our present operation to and from California points, including Los Angeles, was redefined under the terms of a Change of Operation granted this Company known as Case No. 144 heard before a Multi Conference hearing on September 9, 1969. The referred-to change permitted the Company to establish priorities from the point of domicile and also from the point of destination. Such priorities permitted dispatching by observing the most direct and practical routes. As we proceed through the proposal, the aforementioned priorities and their options are understood. In the interest of clarification, Part I named in the following will be that portion where sleepers will take precedent over singleman. Part II will be that portion directly involving a change of singleman through the establishment of El Paso as a domicile point.

PART I

PRESENT OPERATION - PHOENIX

Singleman - At present there is an operation that makes Desert Center turnarounds on traffic which originates or is moved through the Los Angeles gateway to and from the following:

Phoenix	Hobbs
Tucson	Lubbock
El Paso	

and in such event that Oklahoma City has protected six (6) sleepers on a given day to Los Angeles and four (4) per day to Phoenix, the balance of

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
 * * * * *

Case # T.I.M.E., DC. INC.
 MC-CO-4-2/71

traffic between Oklahoma City and California. The present involved traffic forms a basis of requiring the Company to protect up to eighty (80) trips weekly.

PROPOSED OPERATION - PHOENIX

Singleman - It is proposed that a singleman operation be protected to the extent that they shall move traffic originating at or moving through the Los Angeles gateway destined for:

Phoenix	Hobbs
Tucson	Lubbock
El Paso	

This will be accomplished by making turnarounds at Desert Center with Los Angeles-based singlemen. The protection will be offered on a bid day, not on a weekly basis. It is anticipated that the reduction in personnel shall be by one (1) person. Should any traffic aforementioned move on a given day by a sleeper from Los Angeles to Phoenix, their bids will be protected. Empty equipment may be moved over this route by sleepers. In such event, no protection will be extended to the singlemen. No protection is proposed for the singlemen at Phoenix on the westbound movement on any day during which the Company picks up a load at Phoenix with a sleeper.

PRESENT OPERATION - OKLAHOMA CITY

Sleeper - Four (4) sleepers per day, seven days per week, freight and power available, operate from Oklahoma City to Phoenix transporting traffic destined to Phoenix or California.

Sleeper - Six (6) sleepers per day, seven days per week, freight and power available, operate from Oklahoma City to Los Angeles. The operation is direct to Los Angeles and return without vias. On arrival at Los Angeles the teams have priority on all loads destined to:

Atlanta	Nashville
Baltimore	Oklahoma City
Chattanooga	Paris
Dallas	San Antonio
Knoxville	Springfield
Little Rock	Tulsa
Memphis	York
And Class A and B ammo to all certified points except Denver.	

Singleman - Over and above the four (4) and six (6) sleepers mentioned, the Company does move its balance on a singleman operation from Oklahoma City through a series of singleman runs:

Seymour	Lordsburg
Lubbock	Phoenix
El Paso	Desert Center

We are permitted to actually dispatch singlemen in advance of the sleepers on a given day; but in so doing, immediate protection is established for the sleepers.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

* * * * *

Case #
MC-CO-4-2/71

T.I.M.E., DC., INC.

PROPOSED OPERATION - OKLAHOMA CITY

Sleeper - Four (4) sleepers per day, seven days per week, freight and power available, to Phoenix with traffic for Phoenix or California. No Change.

Sleeper - Six (6) sleepers per day, seven days per week, freight and power available, to be dispatched at the Company's option to Los Angeles or direct to the Bay Area. The route to the Bay Area would be over the new route via Barstow and Bakersfield.

The priorities established at Los Angeles for returning Oklahoma City men home will remain the same.

It is proposed that schedules terminating in the Bay Area be permitted to return to Denver with any load consisting of the same priorities or options that they now enjoy at Los Angeles. As an alternate, it is proposed that they may return via Los Angeles with any load or empty to Los Angeles. In the event that it is an empty, they may pull ahead of a Los Angeles singleman in the Bay Area. Conversely, if the team should pull a load from the Bay Area to Los Angeles, the Los Angeles singleman in the Bay Area whose rest is up must first be protected. At Los Angeles, the team may then move any load covered by existing priorities or an empty.

Additionally, it is proposed that, at the option of the Company, the team may drop and pick at Phoenix on its eastbound return to Oklahoma City, picking freight destined to points designated as priority traffic for Oklahoma-based drivers.

As a result of the additional miles the team will travel to San Francisco coupled with an anticipated increase in business owing to the removal of the Los Angeles circuitry, it is anticipated that there will be a need for eight (8) additional men to maintain the six (6) a day frequency.

Singleman - It is herein proposed under the heading of Los Angeles sleepers that Los Angeles sleepers be permitted to run to Oklahoma City after the Oklahoma City teams have been exhausted at Los Angeles. They may return from Oklahoma City with protection being afforded the Oklahoma City sleeper teams. In any case, they will turn out of Oklahoma City with no protection accruing to the singlemen running to Seymour with California-destined freight. According to our figures, the need for singlemen to Seymour will be reduced by one (1).

PRESENT OPERATIONS - DENVER

Sleeper - Presently teams operate from Denver to Los Angeles with California-destined traffic. At the Company's option, teams may be dispatched to Phoenix with Phoenix-destined freight or freight destined for California. Stopping California freight at Phoenix serves to balance the operation.

On arrival at Phoenix, they may return direct to Denver or be dispatched to Los Angeles with a load or empty. If with a load, then the Phoenix singlemen enjoy protection.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case #
MC-CO-4-2/71 T.I.M.E., DC., INC.

On arrival at Los Angeles, they may return to Denver with Denver and Fountain loads. The teams may pull option loads direct to Denver or via Phoenix so long as Desert Center turns (Los Angeles-Phoenix) are protected.

PROPOSED OPERATIONS - DENVER

Sleeper - The Company's option of dispatching to Phoenix with Phoenix and/or California-destined freight or to Los Angeles stands unchanged. It is proposed, at the Employer's option, to dispatch to Los Angeles or direct to the Bay Area. The route to the Bay Area would be over the new route via Barstow and Bakersfield.

The priorities established at Los Angeles for returning Denver men home will remain the same.

It is proposed that schedules terminating in the Bay Area be permitted to return to Denver with any load consisting of the same priorities that they now enjoy at Los Angeles. As an alternate, it is proposed that they may return via Los Angeles with any load or empty to Los Angeles. In the event that it is an empty, they may pull ahead of a Los Angeles singleman in the Bay Area. Conversely, if the team should pull a load from the Bay Area to Los Angeles, the Los Angeles singleman in the Bay Area whose rest is up must first be protected. At Los Angeles, the team may then move any load covered by existing priorities or an empty. It is further proposed that, at the option of the Company, the team may drop and pick at Phoenix on its return to Denver, picking freight destined to points designated as priority or option traffic for Denver-based drivers.

As a result of the additional miles, the team will travel to San Francisco coupled with an anticipated increase in business owing to the removal of the Los Angeles circuitry, it is anticipated that there will be a need for two (2) additional men.

PRESENT OPERATIONS - LOS ANGELES

Sleeper - (Thru-crew) operates to the eastern points of Carteret and/or North Bergen and return to Los Angeles. Either leg can be made via Phoenix.

Sleeper - Is the second of two wheels, which operates to and from the eastern points of:

Chicago	Louisville
Detroit	St. Louis
Kansas City	Toledo

Either leg can be made via Phoenix.

In the case of dispatching via Phoenix with loads either originating or terminating in Los Angeles, the Phoenix singlemen are protected. There is no cause for protection if an empty is transported.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

* * * * *

Case #

MC-CO-4-2/71

T.I.M.E., DC., INC.

Singleman (North) - Presently there is a board operating from Los Angeles to the Bay Area and return which transports all traffic originating and terminating on the Bay Area from points east of Los Angeles.

Singleman (East) - At present there is an operation which makes Desert Center turnarounds with Phoenix drivers on traffic which originates or is handled through the Los Angeles gateway to and from the following:

Phoenix	Hobbs
Tucson	Lubbock
El Paso	

and in such event that Oklahoma City sleepers are protected in Los Angeles on a given day, a portion of traffic to and from the following may additionally be moved:

Baltimore	Paris
Chattanooga	San Antonio
Dallas	Springfield
Knoxville	Tulsa
Little Rock	York
Memphis	Philadelphia
Oklahoma City	Nashville

The traffic immediately aforementioned serves also to form a nucleus to dispatch Los Angeles singlemen to Desert Center to service the eighty (80) trips per week afforded the opposing Phoenix singlemen.

LOS ANGELES - PROPOSED

Sleeper - As previously indicated, the Company has two sleeper wheels. The following proposal is intended to be applicable to both wheels.

It is proposed that Oklahoma City be added to the list of points that may be serviced by these teams. The traffic which may be moved is that which presently is shown as Oklahoma City priority from Los Angeles. The teams may depart providing no Oklahoma City teams are in the Los Angeles terminal at the time.

Upon arrival at Oklahoma City, the schedules may return west with a California-destined load providing the six (6) Oklahoma City sleepers are protected within their bid day, provided power is available, or they could be dispatched with a Phoenix-destined load providing the four (4) Oklahoma sleepers are protected within their bid day, provided power is available. Should the Company dispatch the Los Angeles team with an empty, there would be no protection afforded the Oklahoma sleepers. This proposal additionally permits Los Angeles teams to turn out ahead of Oklahoma singlemen who operate to Seymour, Texas, with no protection afforded the singlemen.

In such event that the California load is destined to the Bay Area, the team may, at the option of the Company, be dispatched direct to the Bay Area over the new route via Barstow and Bakersfield. From the Bay Area the team

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

* * * * *

Case #
MC-CO-4-2/71

T.I.M.E., DC., INC

will be returned to Los Angeles with any load or empty. In the event that the dispatch from the Bay Area to Los Angeles consists of a load, protection will be extended to a Los Angeles singleman in the Bay Area whose rest is up.

It is further proposed that as an alternate at Oklahoma City, the Los Angeles team may be dispatched with an empty, without protection to other Oklahoma City singleman runs, in an easterly direction to the Los Angeles-domiciled points of service, namely:

Chicago	Louisville
Carteret	North Bergen
Detroit	St. Louis
Kansas City	Toledo

Upon arrival at the regular Los Angeles points of service, the Los Angeles teams may be dispatched with an empty to Oklahoma City to pick a westbound load under the same conditions of protection for the Oklahoma City teams as previously stated.

Additionally, it is proposed that Los Angeles teams may be returned from points east of Oklahoma City, with loads for the Bay Area, to Los Angeles via the Bay Area.

The teams may move via Phoenix in either direction. In such event that the traffic to Phoenix on the eastbound leg consists of the destinations of

Phoenix	Hobbs
Tucson	Lubbock
El Paso	

the singlemen at Los Angeles and Phoenix will be protected. Traffic picked on the westbound leg by the teams will not represent protection for the Phoenix singlemen.

As a result of the additional miles the teams will travel with the inclusion of Oklahoma City and San Francisco, it is projected that there will be a need for six (6) additional men.

Singleman (North) - With the advent of sleeper teams from Oklahoma City, Denver and Los Angeles, at the option of the Company, by-passing Los Angeles with freight destined to or originating in the Bay Area the need for the singleman board is reduced. It is anticipated that need will be reduced by twelve (12) men.

It is proposed that the protection to be allowed the singlemen is on that westbound traffic destined for the Bay Area, which, at the option of the Company, has come to rest in Los Angeles.

Singleman (East) - As a result of sleeper teams, at the option of the Employer, being dispatched to the Bay Area, the need for personnel on the singleman board is reduced. It is projected the need will be reduced by one (1) person.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case # T.I.M.E., DC. INC.
MC-CO-4-2/71

Protection will henceforth only be offered to this board on traffic originating in or through the Los Angeles gateway destined to:

Phoenix	Hobbs
Tucson	Lubbock
El Paso	

The runs will be accomplished by making turnarounds at Desert Center with Phoenix-based singlemen.

PRESENT OPERATION - LUBBOCK, SEYMOUR

AND

PROPOSED OPERATION

Singleman - Same comments applicable as described in the PRESENT and PROPOSED Section covering Oklahoma City singlemen. One (1) Lubbock driver to become surplus.

PART II

PRESENT - PHOENIX, TUCSON, LORDSBURG, EL PASO

Singleman - Presently Phoenix-based singlemen run to Lordsburg, New Mexico, and take their rest. They tender their equipment to a Lordsburg domicile man, who makes a turnaround to El Paso while the Phoenix driver is resting. The Phoenix driver may accomplish this run by going via Tucson in either direction.

On occasion a Phoenix driver at Lordsburg may be dispatched from Lordsburg to Tucson and returned to Lordsburg for a subsequent rest before returning to Phoenix.

In addition, Phoenix drivers accomplish Tucson turnaround runs from Phoenix.

Drivers domiciled in Lordsburg are members of El Paso Local 941.

PROPOSED - PHOENIX, TUCSON, LORDSBURG, EL PASO

Singleman - It is proposed to eliminate the domicile and turn point of Lordsburg, New Mexico and establish a domicile point at El Paso. The following operations are then proposed:

1. Phoenix drivers will turn at Willcox, Arizona on a slip seat basis with El Paso drivers. The Phoenix drivers may be directed to accomplish their leg of the run in either direction via Tucson.
2. Phoenix drivers will continue to make turnaround runs to Tucson from Phoenix.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case #
MC-CO-4-2/71

T.I.M.E., DC., INC.

3. El Paso drivers may be dispatched to Tucson, taking rest at Tucson before returning home.

All runs, at the option of the Company, will be performed without regard to the origin or destination of the traffic. Origin or destination of the freight shall not be a basis for protection or subsequent claim for the drivers should a controversy arise between the two domiciles.

Based on figures available and the removal of the need for Phoenix drivers taking rest in Lordsburg, the Phoenix operation will require six (6) fewer men.

Establishing a board at El Paso will require twelve (12) men. The men now located at Lordsburg will presumably form the nucleus of men at El Paso.

PRESENT OPERATION - LUBBOCK and EL PASO

Singleman - Presently Lubbock domiciled drivers run through to El Paso and take their rest. Enroute in either direction they may be dispatched via Seagraves, Hobbs and/or Odessa. On occasion, a Lubbock driver at El Paso may be dispatched from El Paso to Odessa and returned to El Paso for a subsequent rest before returning to Lubbock.

Lubbock drivers also service the points of Hobbs, Seagraves and Odessa on a turnaround basis from Lubbock.

PROPOSED OPERATION - LUBBOCK and EL PASO

Singleman - We propose to eliminate the through runs of the Lubbock drivers which necessitate taking rest at El Paso. Additionally, we propose to establish a domicile at El Paso. The following operations are then proposed:

1. Lubbock drivers will turn at Carlsbad on a slip seat basis with El Paso drivers. Lubbock drivers may be directed to accomplish their run in either direction via Hobbs and/or Seagraves.
 - (a) An alternate turning point of Pecos, Texas will be exercised at the option of the Company, with via Odessa privileges.
2. Lubbock drivers will continue to provide service to the points of Hobbs, Seagraves and Odessa on a turnaround basis from Lubbock.
3. El Paso drivers will perform service to Odessa as required.

Based on figures available and the removal of the need for Lubbock drivers laying over at El Paso, the Lubbock operation will require nine (9) fewer men.

The creation of a board at El Paso to meet with Lubbock drivers will require eight (8) men.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

* * * * *

Case #
MC-CO-4-2/71

T.I.M.E., DC., INC.

S U M M A R Y

1. Seniority Lists for the involved Locals have not been provided at this initial presentation; however, they shall be at the hearing. Dependent on the hearing date, the status of the personnel could change. A presentation at the time of hearing would be more current.
2. We will appreciate the Committee's guidance in establishing the eligibility of those persons who may move. A recap entitled "Personnel Changes Resulting from Change of Operations" is attached.
3. In addition to the immediate economic advantages of using the shorter route, there are others. Layover points will be eliminated and men and equipment will be better utilized.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

Case #
MC-CO-4-2/71

T.I.M.E., DC. INC.

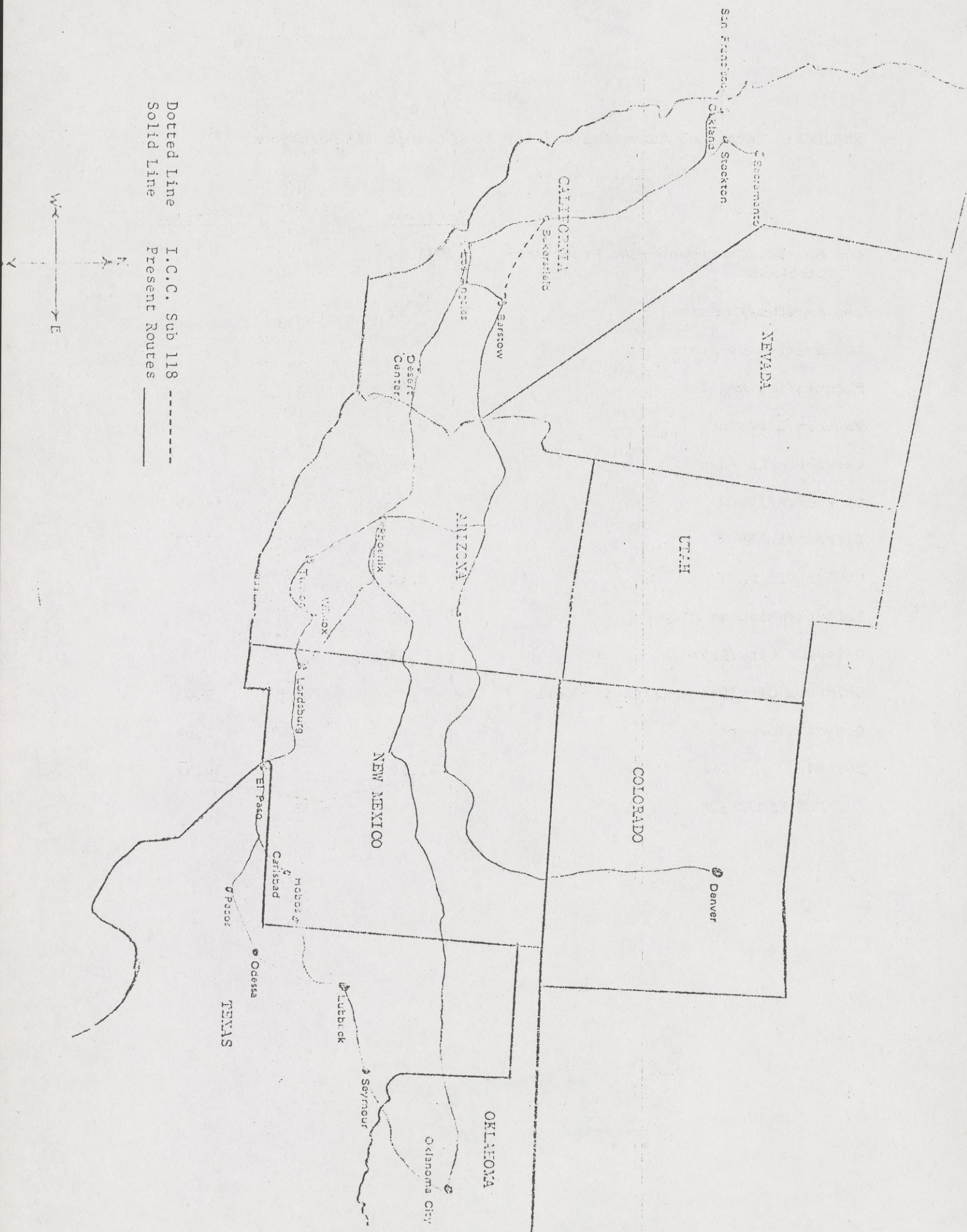
SUBJECT: Personnel Changes Resulting from Change of Operations

	<u>Decrease</u>	<u>Increase</u>
Los Angeles/Sacramento-San Francisco-Stockton	11.88	
Los Angeles/Phoenix	.99	
Los Angeles Sleepers		6.22
Phoenix/Los Angeles	.99	
Phoenix/Lordsburg	6.31	
Lordsburg/El Paso	9.84	
El Paso/Willcox		11.49
El Paso/Lubbock		7.77
Lubbock/El Paso	9.43	
Lubbock/Oklahoma City	.83	
Oklahoma City/Lubbock	.83	
Oklahoma City/Los Angeles Sleepers		7.45
Denver Sleepers		1.64
TOTALS	41.10	34.57
NET REDUCTION		6.53

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

Case #
MC-CO-4-2/71

T.I.M.E., DC. INC.



MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case #
MC-CO-15-8/70

CONSOLIDATED FREIGHTWAYS

Multi-
Conference

Local involved: 839, Pasco, Washington

Change of
Operations

Clarification

Carl Smith who was employed by Consolidated Freightways at Walla Walla until the recent change of operations - Case #MC-CO-15-8/70) heard on August 11, 1970, is protesting his position on the Kennewick seniority roster as posted November 17, 1970. He is asking for a clarification of the rule as concerns redomiciled employees who were employed at a terminal which was closed and the work transferred to another station.

Alden Hutchins who was employed by Consolidated at Walla Walla until the recent change of operations is also protesting his position on the Kennewick seniority roster as posted November 17, 1970. He is asking for a clarification of the rule as concerns redomiciled employees who were employed at a terminal which was closed and the work transferred to another station.

CHANGE OF OPERATIONS

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-5-1967

Local 839, Pasco, Washington - Also: Local 483 - Boise

Change of
Operations

Company involved:

United-Buckingham Freight Lines

Clarification

Case #2749 (U) - Driver Leo Clayton claiming runaround pay for trip pulled by Boise driver on April 9, 1970. (Filed under Article 53, Paragraph E).

Case #2753 (U) - Driver Leo Clayton claiming runaround pay for trip pulled by a Boise driver on March 24, 1970. (Filed under Article 53, Paragraph E).

Cases Number 2749 (U) and #2753 (U).

JSC Motion: That Cases 2749 (U) and 2753 (U) be jointly referred to the Change of Operations Committee for clarification and interpretation. Motion Carried.

Washington JSC July 15, 1970.

August 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: It appears that the subject matter involved in this case also involves Local 483 in Boise. Accordingly, this case is being Postponed to the February agenda and both the company and Local 839 are jointly directed to give notice in writing by certified mail to the Boise local that they are a party and should appear and be prepared to defend their positions, if any, at the February session.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Valley Copperstate System
11-9-4844

Change of
Operations

Locals Involved:

Clarification	57, Eugene, Oregon	324, Salem, Oregon
	81, Portland, Oregon	386, Modesto, California
	87, Bakersfield, California	431, Fresno, California
	94, Visalia, California	439, Stockton, California
	104, Phoenix, Arizona	468, Oakland, California
	137, Marysville, California	741, Seattle, Washington
	150, Sacramento, California	890, Salinas, California
	224, Los Angeles, California	911, Klamath Falls, Oregon
	287, San Jose, California	941, El Paso, Texas
	310, Tucson, Arizona	962, Medford, Oregon
	313, Tacoma, Washington	

NORTHWEST REGION

PRESENT SEATTLE OPERATION:

Eight (8) single-man turnaround runs to Portland. Eight (8) bid and two (2) extra board drivers, total of ten (10) drivers and ten (10) single-man tractors domiciled at Seattle.

PROPOSED CHANGE OF OPERATION:

Redomicile ten (10) tractors and ten (10) line drivers from Seattle to Portland, merge drivers with the Portland-based line drivers terminal seniority roster. Single-man runs will operate from Portland to Seattle on turnaround basis seven days per week.

PORTLAND - PRESENT OPERATION:

28 -- 14 Sleeper Runs Portland to Los Angeles and/or Sacramento
10 -- Portland to Medford, Single-man
2 -- Portland to Crescent City, Single-man
3 -- Portland to Klamath Falls, Single-man
2 -- Portland to Roseburg turn, Single-man
Portland to Salem turn
Portland to Albany turn
9 -- Portland to Seattle Turnaround
43 -- Pool Drivers
97 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Portland to Roseburg runs.
Close the Portland - Seattle Freight Lines Terminal at Portland. Merge all employees with Pierce Freight Lines Terminal, rebid city, dock and office classifications.
RETAIN BALANCE OF OPERATION. Operate all runs seven days per week. Proposed number of drivers at Portland, eighty (80).

MEDFORD, OREGON - PRESENT OPERATION:

2 -- Single-man layover runs to Portland
8 -- Single-man layover runs to Oakland
Redding turns operate by pool drivers
15 -- Pool Drivers
25 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Medford to Redding turn.
Discontinue Medford to Portland and Medford to Oakland.
Redomicile sixteen (16) drivers to Sacramento.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Valley Copperstate System (Continued)
11-9-4844

MONTEBELLO DOMICILE - CALIFORNIA REGION

We have ninety-one (91) single-man tractors, and seventy-seven (77) drivers based at Montebello, California. Thirty-four (34) drivers run on the Valley Pierce division roster, forty-three (43) drivers run on the Valley Copperstate division on separate seniority rosters. Drivers and equipment are domiciled at Montebello.

PRESENT MONTEBELLO TO MODESTO OPERATION:

Two (2) bid single-man layover runs to Modesto. Each driver runs three (3) trips one week, two (2) trips the following week.

PRESENT MODESTO OPERATION:

2 -- Bid single-men layover runs to Montebello
2 -- Modesto to Sonora short-line single-men runs
1 -- Modesto to Turlock short-line single-man run
1 -- Modesto to Ceres short-line single-man run
1 -- Modesto to Ripon short-line single-man run
1 -- Modesto to Patterson short-line single-man run
6 -- DRIVERS TOTAL

PROPOSED OPERATION :

Discontinue Modesto to Montebello runs.
Retain balance of operation.
Redomicile two (2) drivers to Montebello.

PRESENT MONTEBELLO TO STOCKTON OPERATION:

Three (3) bid single-man layover runs to Stockton. This bid also includes two (2) turnaround runs to Delano, California. Each driver runs two (2) round trips to Stockton, one turnaround to Delano.

PRESENT STOCKTON OPERATION:

Three bid single-man run layover runs to Montebello. This bid also includes one Delano turnaround.

1 -- Stockton to Manteca short-line
1 -- Stockton to Oakdale short-line
1 -- Stockton to Lodi short-line
1 -- Stockton to Rio Vista short-line
1 -- Stockton to Pittsburgh short-line
1 -- Stockton to Martinez short-line
1 -- Stockton to Brentwood short-line
10 -- TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Stockton to Montebello runs.
Redomicile three (3) drivers to Montebello.
Retain balance of operation.

PRESENT MONTEBELLO TO SAN JOSE OPERATION:

Three (3) single-man bid layover runs to San Jose. Each driver runs three (3) trips one week, two (2) trips the following week.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Valley Copperstate System (Continued)
11-9-4844

PRESENT SAN JOSE OPERATION:

Three (3) single-man bid layover runs to Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PROPOSED OPERATION:

Discontinue San Jose to Montebello runs. Redomicile three (3) drivers at Montebello.

PRESENT MONTEBELLO TO SACRAMENTO OPERATION:

Five (5) single-man runs to Sacramento with layover at Sacramento.

PRESENT SACRAMENTO OPERATION:

5 -- Single-man layover runs to Montebello.
2 -- Single runs to Chico
1 -- Single run to Fresno
8 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Montebello runs.
Establish new runs to Medford.
Retain balance of present operation. Proposed driver board - 32.

PRESENT MONTEBELLO TO OAKLAND OPERATION:

Six (6) single-man bid layover runs to Oakland. Each driver runs three (3) trips one week, and two (2) trips the following week.

PRESENT OAKLAND OPERATION:

Each driver runs three (3) trips one week, and two (2) trips the following week.

2 -- 1 Sleeper run to Medford
6 -- Single-man layover runs to Montebello.
1 -- Single run to San Jose
2 -- Single runs to Chico
1 -- Single run to Sacramento
2 -- Single runs to Stockton
2 -- Single runs to Modesto
1 -- Single run to Merced
2 -- Single runs to Fresno
6 -- Single runs to Medford
5 -- Pool Drivers
30 TOTAL DRIVERS

Merge Line Drivers

PROPOSED OPERATION:

Discontinue Medford Sleeper runs. Discontinue Oakland to Fresno and Oakland to San Jose runs. Merge line driver board.
Retain balance of present operation. Proposed driver board -- 30.

PRESENT MONTEBELLO TO SAN FRANCISCO OPERATION:

Four (4) single-man bid layover runs to San Francisco. Each driver runs three (3) trips one week, two (2) trips the following week.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Valley Copperstate System (Continued)
11-9-4844

PRESENT SAN FRANCISCO OPERATION:

Four (4) Single-man bid layover runs to Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PROPOSED OPERATION:

Discontinue San Francisco to Montebello runs. Redomicile drivers to Montebello. Company proposed to discontinue bid equipment and departure times on all runs at Montebello, Sacramento, Oakland and Portland.

Merge Valley Motor Lines and Consolidated Copperstate line drivers into one common board at Montebello.

MONTEBELLO DOMICILE - CALIFORNIA REGION

PRESENT MONTEBELLO OPERATION (EAST):

One bid division single-man runs to Houston, Texas, run terminates at Phoenix. One bid Dallas, single-man division run terminates at Phoenix. One bid El Paso single-man division run terminates at Phoenix. These runs operate on a slip seat tractor arrangement at each division point. Drivers layover at Phoenix. Seven (7) single-man bid runs to Phoenix with assigned tractors. Each driver runs three (3) trips one week, two (2) trips the following week, with layover at Phoenix. One bid Blythe single-man slip seat run to Blythe, with layover at Blythe. Loads destined to Phoenix or beyond.

PROPOSED OPERATION:

The Company proposes to discontinue bid equipment at Montebello. Redomicile one driver from Blythe to Phoenix.

PHOENIX DOMICILE - UTAH-ARIZONA REGION

PRESENT PHOENIX OPERATION:

3 -- Single-man layover runs to El Paso
1 -- Single-man turnaround to Tucson
3 -- Single-man layover runs to Lordsburg, N. M.
2 -- (1) Sleeper run to Salt Lake City
1 -- Single-man run to Ajo
1 -- Single-man run to Globe
2 -- Single-man runs to Flagstaff
1 -- Single-man run to Prescott
1 -- Single-man run to Cottonwood
1 -- Single-man run to Cooledege
7 -- Single-man runs to Montebello
1 -- Single man run Blythe to Phoenix
24 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Phoenix to Lordsburg runs.
Discontinue Blythe to Phoenix run.
Redomicile driver at Phoenix.
Bid one Phoenix to Montebello run.
Maintain present bid system at Phoenix.
Retain balance of operation. Proposed driver board -- 30.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Valley Copperstate System (Continued)
11-9-4844

LORDSBURG OPERATION - UTAH-ARIZONA REGION

PRESENT OPERATION:

3 - Single bid layover runs to El Paso.
8 - Pool drivers
11 TOTAL DRIVERS

PROPOSED OPERATION:

Discontinue Lordsburg to Phoenix to El Paso runs.
Redomicile three (3) drivers at Phoenix.
Discontinue operation at Lordsburg.

EL PASO DOMICILE - TEXAS REGION

PRESENT OPERATION:

3 - bid single-man layover runs to Phoenix
3 - bid single-man turnaround runs to Balmorhea
1 - bid single-man turnaround run to Van Horn

PROPOSED OPERATION:

Discontinue El Paso to Phoenix runs.
Redomicile three (3) drivers at Phoenix operating under Western contract.
Discontinue El Paso to Balmorhea runs.
Redomicile one (1) driver at Sonora.
Discontinue El Paso to Van Horn run.
Redomicile one (1) driver at Odessa.

PECOS OPERATION - TEXAS REGION

PRESENT OPERATION:

Eleven (11) drivers no equipment operate single turnaround runs to El Paso.

PROPOSED OPERATION:

No change. Proposed number of drivers - 11.

SONORA OPERATION:

PRESENT OPERATION:

Three (3) Turnaround runs to Balmorhea.

PROPOSED OPERATION:

Discontinue bid equipment and departure times.
Proposed number of drivers - 4.

August 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Valley Copperstate System
11-9-4844

Change of Local involved: 224, Los Angeles, California
Operations

Clarification CASE SC-4-(2)-70-5781
On behalf of Charles E. Nunley, Union protests the position he has on the seniority roster dated 12/7/69. He has a date of 9/1/59. He feels that he should have a date of 9/9/55. Further information will be presented at the hearing.

CASE SC-4-(2)-70-5782
On behalf of Robert J. Shockley, Union protests the seniority roster dated 12/7/69. On this roster he has a date of 10/7/59 and he feels that he should have a date of 7/15/59, when he was hired in Fresno, California. Further information will be presented at the hearing.

CASE SC-4-70-6268
On behalf of Philip K. Fitzgerald, Union is claiming his original Fresno line seniority date of 5/26/53. He transferred to Los Angeles, California on 8/23/59. Further information will be presented at the hearing.

CASE SC-4-70-6270
On behalf of driver J. B. Gunn, Union protests his position on the seniority roster dated 12/7/69 after the merging of the Consolidated Copperstate and Valley Motor Line boards. On this roster he has a Los Angeles seniority date of 2/16/51. He feels he should have a date of 4/13/49. Further information will be presented at the hearing.

JSC Motion: That these cases are referred to the JWC Change of Operations Committee as companion cases to JWC Case #11-9-4844, for clarification. Motion carried.

Southern California JSC September 15, 1970.

November, 1970, JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 85, San Francisco, California
11-9-4846

Change of All-Trans Express (Company involved)
Operations

Clarification Clarification of seniority date based on Change of Operations
(Employee - J. Zlendick).

Case #12-0-CB-3750.

JSC Motion: That this case is referred to the Change of Operations Committee for clarification of the seniority date of John Zlendick referring to Case #11-9-4846 and clarification of 11-12-70.
Motion Carried.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways
8-70-5344 Pacific Intermountain Express

Change of Operations Local involved: 148, Wenatchee, Washington

Due to a continuing low volume of business in the Wenatchee area, Consolidated Freightways proposes to close its Wenatchee terminal and have Pacific Intermountain Express perform the pickup, delivery, dock and clerical work for Consolidated Freightways in the Wenatchee area. Presently Consolidated Freightways has one contractual office employee and three contractual PUD employees at its Wenatchee, Washington terminal. Pacific Intermountain Express agrees to accept these Consolidated Freightways employees, and requests the committee to determine their seniority.

August 1970 JWAC Action: M/m/s/c/ that this matter be referred back to the parties for further discussion, and this Committee retain jurisdiction to the November Agenda.

November, 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # The Ringsby System
8-70-5364

Change of Operations	Locals involved:	81, Portland, Oregon
		150, Sacramento, California
		224, Los Angeles, California
		468, Oakland, California
		690, Spokane, Washington
		741, Seattle, Washington
		911, Klamath Falls, Oregon

Company proposes to eliminate its Oakland-Medford and its Sacramento-Medford and its Portland-Medford and its Seattle-Portland and its Portland-Spokane operation and to establish in lieu thereof a domicile point for line drivers in Bend, Oregon, who will operate on a rotating board to Oakland, Sacramento, Portland, Seattle, and Spokane.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: M/m/s/c/ that in Case 11-70-5541 and Case 8-70-5364 in view of the substantial conflict between the parties as to the feasibility of this operation and the economic justification for the change, that the committee retain jurisdiction to the February 1971 session of the JWAC, and in the interim period the Company and the Local Unions are directed to cooperate with running a series of test runs (for which there will be no runaround claims payable) and that the parties submit the results of not less than five such round-trip test runs to this committee at the February session. The test runs are to include at least three in adverse weather conditions. The parties may also submit such additional evidence as to economic justification for their respective positions as they desire.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Valley Copperstate System
8-70-5373

Change of Local involved: 224, Los Angeles, California
Operations

PRESENT OPERATION:

One bid peddle run from Los Angeles to San Bernardino.
Driver based at Los Angeles.

PROPOSED CHANGE:

Discontinue bid peddle run. Freight destined to San Bernardino
will be interlined to other carriers at Los Angeles.

There will be no redomicile of driver. Driver can exercise
his seniority to bid on other runs at Los Angeles.

August, 1970 JWAC Action: M/m/s/c/ in Case #8-70-5373, in
view of the lack of supporting economic evidence to justify the
Company's position or the protesting Union's position,
that this case be continued to the November agenda, the Commit-
tee to retain jurisdiction.

November, 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
8-70-5513

McCracken Bros. Motor Freight

Change of
Operations

Locals involved:

57, Eugene, Oregon
81, Portland, Oregon

Eliminate Portland - Eugene double turns as bid runs.

August 1970 JWAC Action: M/m/s/c/ that this matter be referred back to the parties for further discussions and this Committee retain jurisdiction to the November Agenda.

November, 1970 JWAC Action: M/m/s/c/ in Case 8-7-5513 this committee will retain jurisdiction of the company's application to eliminate its bid double turns between Portland and Eugene and Eugene and Portland to the February, 1971 session. In the interim, effective no sooner than January 1, 1971, the company may reduce its present three bid double Portland - Eugene turns by one, thereafter operating two Portland-based double turn schedules until this subject matter is again reviewed by this committee at its February 1971 session. The Company need not continue to operate its Eugene-Portland double turns, effective immediately.

The allocation of the two remaining positions after the reduction as set forth above shall be bid prior to the effective date of that reduction. One of the double turn positions shall be designated as a firm protected run and shall not be subject to cancellation as a result of short line or single long line assignments. The second leg of the other bid position may be subject to cancellation at the company's option in order to facilitate short line assignments, but not to facilitate terminal-to-terminal operations pulled by extra board drivers when such terminal-to-terminal operations could be operated by the second double bid turn driver without unnecessary delay of freight or equipment shortages. The company shall designate on the bids the approximate starting times of the two double turn positions indicating the one subject to cancellation as provided above.

The company and the Union are directed to continue negotiations on dispatch and company seniority rules for the purpose of coordinating the combination of long line and short line assignments.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Durkee Famous Foods
11-70-5529

Change of Local involved: 70, Oakland, California
Operations

Request by Local 70 of Interpretation of the motion in
Change of Operations Case #5-70-5340.

Motion: "That the request of the Company be approved".

November, 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 104, Phoenix, Arizona
11-70-5537 Local 941, El Paso, Texas

Change of Company involved: Lee Way Motor Freight, Inc.
Operations

Clarification The basis for this request, according to the information avail-
able to the Local Union is there is a difference of opinion as to
how additional straight through regular runs are to be added and
the order of eliminating runs in the event of loss of business and
the protection of the extra board in El Paso, Texas.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5539

O. N. C. Motor Freight, System

Change of
Operations

Locals involved:

468, Oakland, California

Refiling

Local 468 has now withdrawn their protest to that portion of the above referenced Change of Operation which was denied without prejudice by the Change of Operation Committee at their November, 1970 meeting.

That portion which was denied and which we are now asking to be heard again by the committee is:

Foreign drivers taking their rest at San Leandro and San Leandro-domiciled drivers may be dispatched via Sunnyvale for a drop and pick of trailers and/or freight then to continue on to their destinations.

San Leandro-domiciled drivers may be dispatched home from their away from home lay point via Sunnyvale with the right to drop and pick trailers and/or freight at Sunnyvale.

Medford or any other foreign domiciled drivers may be dispatched to San Leandro as a lay point either direct or via Sunnyvale.

Local 468 was the only local which objected to this portion of the previous change. With their withdrawal of such protest, this Change of Operation request is to be considered an approved change.

OTHER LOCALS INVOLVED:

70, Oakland, California
137, Marysville, California
150, Sacramento, California
287, San Jose, California
962, Medford, Oregon

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Ringsby Truck Lines, Inc.
11-70-5541

Change of Operations Locals involved:

- 81, Portland, Oregon
- 150, Sacramento, California
- 468, Oakland, California
- 690, Spokane, Washington
- 224, Los Angeles, California
- 741, Seattle, Washington
- 911, Klamath Falls, Oregon

PRESENT OPERATION:

Freight moving between California points, and the Pacific Northwest, is moved as follows:

- (1) Freight originating in or destined for the San Francisco Bay area is handled by Oakland-based line drivers, members of Line Driver's Local 468 between Oakland, California and Medford, Oregon. (Due to decision previous Change Of Operations, there are five (5) bid schedules, 5 days each week, subject to the availability of freight.)
- (2) Freight to and from Los Angeles and the Northwest is moved by members of the Line Drivers' Local 224 to either Oakland or Sacramento, California. Generally all Northwest freight will move to and from Los Angeles through Sacramento; however, the Company does have the option of dispatching this freight through Oakland when necessary to balance their operation.
- (3) Sacramento line drivers, members of Local 150, move all freight originating in Sacramento, and San Joaquin Valley points for the Northwest from Sacramento, to Medford, Oregon; also, move Los Angeles to the Northwest schedules from Sacramento to Medford, Oregon.
- (4) Portland-based line drivers, members of Local 81, move all freight to or from California to all points north of Medford, Oregon; freight for Seattle or Spokane moves from Portland to these points by Local 81 drivers, or established divisions.

PROPOSED CHANGE:

- (1) Re-route all traffic between California and the Pacific Northwest through Bend, Oregon, rather than Medford.
- (2) a. Establish a line drivers' board in Bend, Oregon to transport all freight on the North-South operation as follows:
 - b. (1) The line drivers redomiciled in Bend will be dispatched from that point to Sacramento, Seattle, Spokane, and on a turn-around run to Portland, Oregon.
 - (2) Due to the distance between Oakland, California, and Bend, Oregon, the Company proposes that all freight originating in the Bay Area (Oakland, San Francisco, San Jose) destined for the Pacific Northwest, or from that area, into the above points, be routed through Sacramento, where this freight will be moved from Sacramento to the above Bay Area points by Sacramento-based (Member Local 150) drivers on a turn-around basis.
- c. There will be no change in the Los Angeles leg of the North-South operation.
- (3) We propose to establish a line board in Bend, Oregon based on the number of schedules now being moved between the points as outlined in our PRESENT OPERATION. Positions on this board will be offered to those drivers presently on the run, basically as follows:

Oakland, California	10 drivers
Sacramento, California	6 drivers
Portland, Oregon	16 drivers

(Continued on following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5541

Ringsby Truck Lines, Inc. (Continued)

Change of
Operations

November, 1970 JWAC Action: M/m/s/c/ that in Case 11-70-5541 and Case #8-70-5364 in view of the substantial conflict between the parties as to the feasibility of this operation and the economic justification for the change, that the committee retain jurisdiction to the February, 1971 session of the JWAC, and in the interim period the company and the Local Unions are directed to cooperate with running a series of test runs (for which there will be no runaround claims payable) and that the parties submit the results of not less than five such round-trip test runs to this committee at the February session. The test runs are to include at least three in adverse weather conditions. The parties may also submit such additional evidence as to economic justification for their respective positions as they desire.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Silver Wheel Freightlines
11-70-5549

Change of Operations Locals involved: 81, Portland, Oregon
883, Hood River, Oregon

Close down Goldendale, Washington terminal.

November, 1970 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # California Conserving Company
2-71-5707

Change of Operations Locals involved: 287, San Jose, California
386, Modesto, California

We are closing down our distribution warehouse at the Davis Canning Compant in Atwater, California. We intend to move one truck and driver back to our warehouse operation in San Jose. This driver, Willie Foster, formerly worked out of our San Jose warehouse and was sent to Atwater when we established a distribution warehouse.

The drivers and equipment remaining at the Davis Canning Company will be the same as before we started the distribution warehouse.

Willie Foster was our No. 2 driver at San Jose before leaving for Atwater. We intend to keep him in the No. 2 position.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5708

California Motor Express, Ltd.

Change of
Operations

Locals involved:

224, Los Angeles, California
542, San Diego, California

PRESENT OPERATION:

One bid run operating from Los Angeles to San Diego, California, on turnaround five (5) days each week, except a week in which a holiday occurs, and provided business is sufficient to justify such a run. Driver is required to make additional turnarounds, if so requested. The driver is also subject to call (if driver has hours available) to handle traffic on Saturday, moving between Los Angeles and San Diego.

PROPOSED OPERATION:

One (1) run operating from San Diego to Los Angeles, California, on turnaround five (5) days each week, except a week in which a holiday occurs, and providing business is sufficient to justify such a run. The driver will also be on call (if driver has hours available) to handle additional traffic to Los Angeles on Saturdays.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5709

Chesley Transportation Co., Inc.

Change of
Operations

Locals involved:

467, San Bernardino, California
692, Long Beach, California

It is the Company's intention to close their Riverside Terminal effective at the close of business on November 25, 1970, and to serve the Riverside area to the extent as directed by their customers, from the Long Beach terminal.

The five Local 467 employees at the Riverside terminal will be offered employment at the Long Beach terminal. The seniority dates of these employees to be established by the Joint Western Area Committee.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5710

CONSOLIDATED FREIGHTWAYS, INC.

Change of
Operation

Local involved: 983, Pocatello, Idaho

Consolidated Freightways, Inc. proposes to close its terminal at Idaho Falls, Idaho. This area will be served from its Pocatello, Idaho terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Consolidated Freightways
2-71-5711

Change of Operations Locals involved: 150, Sacramento, California
439, Stockton, California

Consolidated Freightways intends to transfer its rating and
billing function from our Stockton terminal to our Sacramento
terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # 2-71-5712 Encinal Terminals - Shippers Express

Change of Operations	Locals involved:	70, Oakland, California
		85, San Francisco, California
	431, Fresno, Calif.	137, Marysville, California
	439, Stockton, Calif.	208, Los Angeles, California
	468, Oakland, Calif.	357, Los Angeles, California
	542, San Diego, Calif.	495, Los Angeles, California
	576, San Jose, Calif.	287, San Jose, California
	856, San Francisco	315, Martinez, California
		386, Modesto, California

On February 1, 1971, Shippers Express Company and Encinal Trucking Division of Encinal Terminals will merge. It is our intent to change the name of the Company to SHIPPERS-ENCINAL EXPRESS, INC.

Shippers-Encinal Express, Inc. therefore requests the operations of the former companies to be as follows in the Union areas listed:

- (1) Local 70 - See attached agreement.
- (2) Local 85 - No change.
- (3) Local 137 - No change. No operation at present time.
- (4) Local 208 - Merger of operations into one location at 12250 Clark Ave.
Local 357 Santa Fe Springs, California.
Local 495
- (5) Local 287 - Merger of operations into one location at 2281 Old Oakland Road, San Jose, California.
- (6) Local 315 - No Change.
- (7) Local 386 - Elimination of present terminal. Men affected - two (2).
- (8) Local 431 - No Change.
- (9) Local 439 - Add to present terminal's operation that which was formerly handled by Modesto. Additional manpower requirement - 2 men.
- (10) Local 468 - See attached agreement.
- (11) Local 542 - No change. No operation at present time.
- (12) Local 576 - No change.
- (13) Local 856 - No change.

LOCAL 70 EMPLOYEES

Dovetail seniority list to one (1) Master by February 1, 1971.

Shippers LTL Terminal

Special Accounts Trucking Operation

Container Division

Operational Divisions as follows:

Shippers Division	-	Bid 1 year
Special Division	-	Bid 1 year
Container Division	-	Bid 1 year

Bid to be January 1st each year - posted first Monday nearest December 15th for 5 days.

1. Man laid off in one division for five (5) consecutive days may exercise seniority in any division on the sixth (6th) day.
2. Man who is off work ten (10) working days in 30 consecutive days may exercise seniority in any division.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Encinal Terminals - Shippers Express (Continued)
2-71-5712

3. When man exercises seniority due layoff provision in Item No. 1 or 2, he will return to original bid position after bid has been open for five (5) days. This language is here to place a man back into his original bid position if steady work occurs, which is defined as five (5) or more consecutive days.
4. If any division requires men, the employer will notify hiring hall to order next senior man on layoff at hall to report, after his Terminal Bid List is exhausted.
5. For layoff beyond one (1) day, we notify by telegram only within the Terminal Bid Seniority List.
6. When man is called to a terminal other than his bid terminal, he reverts to bottom of seniority list of that terminal for work purposes, while at that terminal, when called under provision No. 4.
7. Man who wishes to exercise his authority to change to another division due to layoff provision 1 and 2, must notify dispatcher of his intent and division to which he will transfer in writing on appropriate form furnished by the Company.
8. The Company and the Union will agree to review the operational agreement, as outlined above, on a six (6) months basis, if there are problems that arise within the next year.

LOCAL 468 EMPLOYEES

Dovetail seniority lists to one (1) Master on February 1, 1971 on basis of years of service.

The present seniority list based at 467 Hester Street, San Leandro, will remain for work at this division.

The present seniority list based at 8220 Baldwin Street will remain for work at this division.

Man laid off in either division from Sunday to Saturday may exercise seniority in other division.

Man who wishes to exercise his seniority to change to another division due to layoff provision must notify dispatcher of his intent and division to which he will transfer in writing on appropriate form furnished by Company.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Garrett Freightlines, Inc.
2-71-5713

Change of Locals involved: 2, Butte, Montana
Operations 190, Billings, Montana

Garrett Freightlines, Inc. proposes to change their line operation between Butte, Montana and Billings, Montana.

We request authority to run our line operation returning from Butte to Billings via Dillon, Montana, when necessary, to pick up freight at Dillon, Montana.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Garrett Freightlines, Inc.
2-71-5714

Change of Operations Locals involved: 154, Seattle, Washington
313, Tacoma, Washington
741, Seattle, Washington

Garrett Freightlines, Inc. proposes to close its Tacoma terminal and serve the area from its Seattle terminal. Work opportunity will be offered to Tacoma employees in Seattle.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5715

Garrett Freightlines, Inc.

Change of
Operations

Locals involved:

222, Salt Lake City, Utah
224, Los Angeles, California

Garrett Freightlines requests authority to change its division operation between Salt Lake City and Los Angeles.

PRESENT OPERATION:

Four (4) schedules per day, six days per week from Salt Lake City to Cedar City, Utah. Drivers lay over in Cedar City.

Four turnaround schedules per day, six days per week, Cedar City - Las Vegas - Cedar City. Five drivers are based in Cedar City to pull these schedules.

Four schedules per day, six days per week from Los Angeles to Las Vegas. Drivers lay over in Las Vegas.

PROPOSED OPERATION:

Eliminate the four turnaround schedules between Cedar City and Las Vegas, and run from Salt Lake City to Las Vegas.

Cedar City drivers are on a common seniority list with Salt Lake City drivers and will be moved to Salt Lake City.

The Los Angeles to Las Vegas portion of the operation will not be affected and will continue as presently operated.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5716

Golden West Freight Lines

Locals involved: 150, Sacramento, California
386, Modesto, California

Change of
Operations

1. Golden West Freight Lines maintains terminal facilities at Garden Grove, Bakersfield, Fresno, Modesto, and San Leandro.
2. Line drivers are domiciled at Garden Grove, Calif.
3. The Modesto terminal serves the Central California area from Merced, California to Sacramento, California. Five local Teamsters are employed at the Modesto terminal to handle deliveries throughout the area.
4. The proposed change is to create a terminal facility at Sacramento to service those towns and metropolitan areas within the jurisdiction of Teamsters Local 150. This would require two Teamsters being employed for the Sacramento terminal opening.
5. Due to the flow of shipments to Sacramento from our other terminal areas, the cost of servicing the area from Modesto has become prohibitive with respect to the time involved at the break bulk point, the time required to drive to and from Sacramento from the break bulk terminal, the excessive overtime involved in non-productive miles, and the cost involved in tires, fuel and maintenance of the equipment required.

It is agreed that two Teamsters now employed at Modesto will be given the option to fill these two positions at Sacramento and that all additional local job openings will be filled from the labor force in Sacramento.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # I-5 Freightlines, Inc.
2-71-5717

Change of
Operations

Company desires to utilize short line classifications in accordance with the provisions of Article 54, Section (e) of the Over-The Road Supplemental Agreement, and the Oregon short line stipulation, when expedient to do so, at its Salem terminal.

Locals involved:

57, Eugene, Oregon
81, Portland, Oregon

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5718

Kings County Truck Lines

Change of
Operations

Locals involved:

94, Visalia, California
224, Los Angeles, California
386, Modesto, California

We are presently scheduling two layovers out of Tulare every day and one layover out of Modesto every other day to Los Angeles.

We propose to move our two Tulare schedules to Los Angeles in order to utilize the equipment during the day by the local men and at night on turnarounds into Tulare. Also this will release two Los Angeles local tractors for use somewhere else in the system.

We propose to move a second schedule to Modesto to run alternate to the one schedule already in Modesto in order to give us full coverage five days a week in Los Angeles and Modesto.

This will necessitate the layoff, or opportunity to transfer, of three men from Tulare at the present time; one to Modesto and two to Los Angeles.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5719

MILNE TRUCK LINES, INC.

Change of
Operations

Locals involved:

104, Phoenix, Arizona
224, Los Angeles, California

PRESENT OPERATION:

- (1) Three bid runs per night 5 nights per week Los Angeles, California to Tucson, Arizona (via Yuma, Arizona), layover and return (6 bid drivers domiciled at Los Angeles, Calif, operating on a 3 and 2 basis).
- (2) All overflow, over and above the above specified operation, either dispatched from Los Angeles extra board direct Los Angeles to Tucson (via Yuma) or Los Angeles to Phoenix, Arizona (Los Angeles or Phoenix bid or extra board drivers) to be handled from Phoenix to Tucson by Phoenix-domiciled extra board drivers on a turnaround basis.

PROPOSED OPERATION:

- (1) Three bid runs per night, 5 nights per week Los Angeles, California to Tucson, Arizona, layover and return, either thru Yuma, Arizona or Phoenix, Arizona on a thru open door operation, as the freight flow requires. (6 Bid drivers domiciled at Los Angeles, California, operating on a 3 and 2 basis).
- (2) All overflow over and above the above specified operation to be handled by the Los Angeles extra board on a thru open door operation, as the freight flow requires.
- (3) No drivers will be redomiciled if the proposed operation is granted.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Navajo Freight Lines, Inc.
2-71-5720

Change of Locals involved: 150, Sacramento, California
Operations 439, Stockton, California

PRESENT OPERATION:

Clerical work for Sacramento terminal is being performed at the Manteca, California terminal. Do not have any office employees in Sacramento.

PROPOSE:

Have the clerical work for Sacramento terminal performed at the Sacramento terminal. This will amount to one full time job. Propose to allow one qualified person to follow this work.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Navajo Freight Lines, Inc.
2-71-5721

Change of Locals involved: 180, Los Angeles, California
Operations 492, Albuquerque, New Mexico

Allow Local 180 drivers to pull all Las Vegas loads, in excess of one handled by Albuquerque daily from Albuquerque, from Amarillo, Albuquerque, Gallup and Santa Fe.

In the event Local 180 drivers not available Company may at their option use other means.

This change will not require the redomicile of drivers.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # O.N.C. Motor Freight System
2-71-5722

Change of Operations Local involved: 962, Medford, Oregon

The following is the manner which O.N.C. Motor Freight System would propose to put into operation the newly acquired Interstate Rights between Grants Pass and Crescent City.

The flow of traffic requires the run to be operated from Portland, Oregon with Portland-domiciled drivers. The run will be operated in the normal relay manner with the right to drop and pick freight and/or trailers at intermediate points.

Also, any runs between Portland and Crescent City will be on an "if and when" basis as the freight dictates.

It is our intention to start this operation Monday, January 11, 1971.

As stated, since the irregular run between Medford and Crescent City under East Texas Motor is run off their extra board, there will be no obligation on the part of O.N.C. to offer a position on O.N.C.'s Medford line board to any of the East Texas Motor line drivers.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Intermountain Express Co.
2-71-5723

Change of Operations	Locals involved:	81, Portland, Oregon 222, Salt Lake City, Utah 448, Missoula, Montana 670, Salem, Oregon 690, Spokane, Washington 741, Seattle, Washington
----------------------	------------------	---

The Company requests approval of the following changes:

- I. Ontario Operation between Salt Lake City, Portland and Seattle.
- II. Seattle - Spokane Operation
- III. Spokane-Missoula Operation

I. ONTARIO

PRESENT ONTARIO OPERATION:

Run off rotating board from Ontario to Seattle and/or Portland, rest and return to Ontario.

Nine (9) bid runs per day from Salt Lake City to Ontario, rest and return to Salt Lake City.

PROPOSED ONTARIO OPERATION:

In addition to present operation, establish:

- (1) Meet and turn at Pendleton for Ontario-Portland.
- (2) Meet and turn at Paterson for Ontario-Seattle.
- (3) Meet and turn at Burley for Ontario-Salt Lake City.

Excess freight to be moved by "turns in the middle" as detailed above, when the company finds freight sitting and is unable to move it by regular means between the various points.

Normal schedules are to be protected before "meets and turns" are scheduled other than in extreme cases of emergency, such as inclement weather conditions. Further, as an example, between Salt Lake City and Ontario, if full divisions can be run to Ontario over and above the scheduled divisions which will not result in excessive layover, such full divisions shall be run. The "meets and turns" are to be primarily run in imbalance.

No driver displacement.

II. SEATTLE - SPOKANE

PRESENT SEATTLE-SPOKANE OPERATION:

Presently running Monday and Wednesday nights out of Spokane and out of Seattle, either through Wenatchee or direct via Vantage, dependent upon freight flow. Presently running a Vantage or Wenatchee turn on Friday night, as well as run through on occasion, dependent upon freight flow.

PROPOSED SEATTLE-SPOKANE OPERATION:

Run Vantage or Wenatchee turn five (5) days per week, with the right to run through if necessary to service the freight.

No driver displacement.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Intermountain Express, Co. (Continued from previous page)
2-71-5723

III. SPOKANE-MISSOULA

PRESENT SPOKANE- MISSOULA OPERATION:

Presently running Spokane to Lookout and Missoula to Lookout turn with extra schedules running Spokane to Missoula and turning.

PROPOSED SPOKANE-MISSOULA OPERATION:

Establish Spokane to Missoula and turn on all schedules, as presently being done on extra schedules.

Displace the one Missoula line driver. (The company would propose that the driver be given the opportunity to move into an available opening in the Missoula local operation or transfer to the Spokane line operation.)

GENERAL:

If approved, the company proposes to place these changes into effect as soon as practicle thereafter.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Motor Trucking Company
2-71-5724

Change of Operations Locals involved: 57, Eugene, Oregon
81, Portland, Oregon
324, Salem, Oregon
689, Coos Bay, Oregon
911, Klamath Falls, Oregon
962, Medford, Oregon

The Company requests approval of the cancellation of the Portland-Eugene turn as a bid run. Cancellation of the Salem-Eugene turn bid run. Cancellation of the Albany-Portland bid run. Cancellation of the Eugene-Coos Bay turns as a bid run, and the cancellation of the Portland-Tillamook turns as a bid run, and the cancellation of the Newport-Portland turns as a bid run, and the recognition of a Eugene-Coos Bay double turn, with an option of the double turn driver being utilized to other turn points on second leg of assignment, and the recognition of a Coos Bay-Eugene double turn run with the option of utilizing driver to other points on second leg of assignment, and the establishment of a Portland - Grants Pass turnaround run.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
2-71-5725

Pacific Motor Trucking Company

Change of
Operations

Locals involved:

57, Eugene, Oregon
81, Portland, Oregon
324, Salem, Oregon
689, Coos Bay, Oregon
911, Klamath Falls, Oregon
962, Medford, Oregon

In accordance with the provisions of Article 54, Section (e) of the Over-The-Road Supplemental Agreement, and the Oregon short line stipulation, the Company desires to utilize short line assignments, when expedient to do so, at all Oregon terminals.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5726

Pozzi Brothers Transportation Company

Change of
Operations

Local involved: 154, Seattle, Washington

The principal office of Pozzi Brothers Transportation Co. is in Kent, Washington and the Company operates a sub-office at Tacoma, Washington, which is approximately 18 miles away. This proposed Change of Operations is to allow the transfer of two items, namely Journal Entries and Advances from the Tacoma sub-office to the main office in Kent, which will allow a more orderly handling of these items in the home office where the rest of the accounting is performed. Also, while the bills of lading, delivery receipts and abstracts will still be prepared in the Tacoma office, they are being sent to the home office in Kent as part of the over-all records in connection with the accounting department. Because of a substantial drop off of business with which this transfer has very little, if anything, to do, a former employee in the Tacoma office, Martha Mattes, has been placed on layoff. There will be no increase in operations in the Kent home office sufficient to require any further employees in the Kent operation.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # RINGSBY SYSTEM
2-71-5727

Change of Operations Local involved: 17, Denver, Colorado

The foregoing proposed Change of Operations is the result of a Civil Action No. C-20957, Division 2, of the District Court of the City and County of Denver. On January 15, the Court issued a preliminary restraining order against Ringsby Truck Lines. The substance of the restraining Order prohibits Ringsby Truck Lines from utilizing the services of United-Buckingham pickup and delivery employees on Ringsby's Denver dock in a manner permitted in JWC Case No. 8-70-5398 (Local 17 vs Ringsby System).

One of the Union's allegations in the Civil Action was that Ringsby should; one, enter into in writing a mutual agreement authorizing a changed work week schedule for United-Buckingham employees working the Denver dock or, two, either an appropriate Change of Operations - - or Grievance Committee Decision authorizing such changed work week schedule. The Court agreed with the Union's allegations and because the parties are unable to agree to the change, it becomes necessary to submit a proposed Change of Operations.

PRESENT OPERATION:

JWC Case No. 8-70-5398 heard in August, 1970, permitted Ringsby on its Denver dock to create an 85% Monday thru Friday - Tuesday thru Saturday work week schedules. On or about January 4, Ringsby and United-Buckingham's Denver dock facilities and operations were physically merged into the original Ringsby Terminal. The merged company, pursuant to the Master Agreement, dovetailed the seniority of Ringsby and United-Buckingham's Denver Dock employees. Prior to the actual merger, at Buckingham's Denver Dock, the pickup and delivery employees worked under 100% Monday thru Friday bid work week schedule. At the time of the merged facilities, it was Ringsby's position that the Buckingham employees numbering 58 would work under the terms and conditions of the 85% Monday thru Friday, Tuesday thru Saturday work week schedule as determined in JWC 8-70-5398 and as permitted in Article 59, Section 1 (d) of the Western States Area Pickup and Delivery Agreement. The Union took the contrary view, stating that under the provisions of Article 5, Section 3 (e) of the Master that the combined dock operations should operate a Monday thru Friday 100% bid work week as enjoyed by United-Buckingham employees. Ringsby, at this time, had approximately 77 dock and pickup employees.

Due to this circumstance and Restraining Order issued by the Court, the Ringsby System herewith petitions the Joint Western Change of Operations Committee for relief as follows:

PROPOSED CHANGE:

That the combined or merged Ringsby System - United-Buckingham Denver Terminal dock and pickup employees would merge, or dovetail seniority be required to work a Monday thru Friday, Tuesday thru Saturday, 85% bid work week schedule as permitted by Article 59, Section 1 (d), of the Western States Area Supplemental Pickup and Delivery Agreement and as permitted in JWC Case No. 8-70-5398.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Silver Eagle Company
2-71-5728

Change of Operations Locals involved: 154, Seattle, Washington
223, Portland, Oregon

On January 22, 1971, a UNIVAC 9200-11 will be installed at our Portland terminal. This installation will become operative as of February 1, 1971 and therefore, some of the work presently being performed at Secoma will be subsequently transferred to our Portland office.

Those duties, and the dates of transfer are as follows:

February 1, 1971.....Manifesting *
February 15, 1971.....P.M.T. Accounts Receivable
P.M.T. Accounts Payable*
March 1, 1971.....P.M.T. Contra-Settlement

* Responsibility of these duties will transfer as of February 1, 1971, but because of over-carry from January, no actual job elimination at Secoma will occur until February 15, 1971.

The effect of this transfer will be as follows:

P.M.T. Contra-Settlement - G.B.L.'s - Interline Payable (statement) will be combined as one position.

Accounts Receivable (statement) will be included with Cashier Duties.

Manifesting will be eliminated.

This reflects the loss of two employees from our present seniority list prior to February 28, 1971.

It should be noted that Laurel James, who is presently manifesting, has submitted a voluntary termination to become effective on January 31, 1971.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5729

United-Buckingham Freight Lines

Change of
Operations

Local involved:

81, Portland, Oregon

Eliminate Portland - Pasco turn as a bid and utilize only
when expedient.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Universal Transport System , Inc.
2-71-5730

Change of Local involved: 468, Oakland, California
Operations

At present Universal Transport System, Inc. operates a terminal in the jurisdiction of Teamsters Local 468.

Universal finds this operation uneconomical to continue and is hereby requesting a filing be made at the February meeting for Change of Operation by closing this terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Victor California
2-71-5731

Change of Operations Locals involved: 70, Oakland, California
85, San Francisco, California

This letter is to inform you that effective January 25, 1971, Victor California is partially closing and transferring our cylinder facilities now located at our San Francisco store (854 Folsom St.) On this date we will transfer our delivery trucks and the major portion of the San Francisco cylinder stock to our Berkeley facility (2424 Sixth Street). Berkeley based units will then provide service to San Francisco customers as necessary.

A. The San Francisco Store

- (1) Has no cylinder dock and dock facilities will not be constructed because of economical and logistical problems.
- (2) All cylinders must be double-handled from truck to ground level storage and vice versa.
- (3) Cylinders must be transported from Berkeley (San Francisco source) in less than adequate quantities because of truck size and cramped maneuverability at San Francisco warehouse.
- (4) Efficient cylinder utilization is hampered because of erratic return of empty cylinders by San Francisco store to Berkeley.

B. The Berkeley Store

- (1) Has adequate elevated dock facilities.
- (2) Is regularly supplied by a large semi-truck and trailer.
- (3) Transferred units working in conjunction with the three units currently based in Berkeley will enable us to improve service to our customers.
- (4) Centralization of the North Bay cylinder inventory will improve cylinder utilization.

The above Change of Operation covers a distance of approximately ten miles and is consistent with the rules and regulations of the Teamsters "National Master Freight Agreement," Article 8, Section E.

Finally, as specified in the Teamsters "National Master Freight Agreement," Article 5, Section 5, Part B, Paragraph 2, the two Teamster drivers currently employed at the San Francisco store will be given the opportunity to exercise their right to transfer to the Berkeley store to fill the positions created by the Change of Operation. A notification as to who will (or will not) exercise his right to transfer will be required by Victor before the date of change occurs so that Victor may plan accordingly.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Western Gillette, Inc.
2-71-5732

Change of Operations Locals involved: 467, San Bernardino, California
871, Pomona, California

Western Gillette presently has a joint terminal at Guasti, California which services Victorville, Barstow, San Bernardino and that general area. Out of this terminal, all points in that area that Desert Express has authority to handle is being handled by Guasti personnel with the exception of the one man that is domiciled in Barstow and he gets freight at Victorville from a Guasti driver.

In separating these two companies, Desert Express anticipates establishing a terminal in the San Bernardino area or the area within the jurisdiction of Local 467. The work, and in this instance we are talking about the California freight that originates in this area, will make up the Desert Express operation, and the personnel affected in Guasti will be permitted to follow this work, including the Barstow employee, who we are advised desires to move to San Bernardino.

The total effect on the Guasti terminal is unknown as of this writing. That number of personnel affected in the local pickup and delivery, heavy duty and office will be offered job opportunities at San Bernardino or wherever the terminal will be located in the Local 467 jurisdiction.

All drivers being offered job opportunities at San Bernardino will be required to be qualified heavy duty men, having in their possession a Class I license, without restrictions, and must meet the DOT Regulations and qualifications. As far as the office personnel affected at Guasti are concerned, they will be offered the same opportunity provided they are qualified.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Western Gillette, Inc.
2-71-5733

Change of Locals involved: 104, Phoenix, Arizona
Operation 224, Los Angeles, California

This Company now has in existence between Los Angeles and Phoenix, a turnaround operation, breaking at Blythe, California. The Phoenix portion works six days a week and the Los Angeles portion of this turnaround works five days a week.

In order to keep pace with the continuing changes in the federal highway system, in this instance, Interstate 10, and its projection of completion date of segments that will drastically reduce the mileage between these two points, the Company desires to change this turnaround point to Desert Center, which will ultimately cause these turnaround runs to be as near equal in mileage as can possibly be attained.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Western Gillette, Inc.
2-71-5734

Change of Operations	Locals involved:	208, Los Angeles, California 224, Los Angeles, California 357, Los Angeles, California 533, Sparks, Nevada 982, Lancaster, California
-------------------------	------------------	---

Presently Western Gillette, Inc. has a line operation out of its main terminal facility at 2600 East 28th Street in Los Angeles; Los Angeles to Reno, Nevada, servicing the intermediate terminals as their hours of service will permit. The primary operation is a through operation, Los Angeles to Reno. This is done by Local 224 line drivers. Presently they have four bids out of Los Angeles. Through a request for a Change of Operation before the JWAC, Western Gillette, Inc. was granted authority to operate Desert Express, Inc. and establish it as a separate entity. We now propose to take the present Los Angeles - Reno operation and merge it into Desert Express operation located at 9925 East Frontage Road, South Gate, allowing the present Los Angeles Western Gillette seniority roster members of 224 to fill the job opportunities to cover this portion of work transferred from Western to Desert. The number of job opportunities, based on the 1970 tonnage figures, will require four jobs to be bid at Desert Express.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Western Milk Transport, Inc.
2-71-5735

Change of Operations Locals involved: 224, Los Angeles, California
431, Fresno, California
468, Oakland, California

Presently, we have 13 line drivers domiciled at Oakland. These runs operate predominately between Oakland and our Los Angeles, Paramount Terminal.

Changes in our business now dictate change of operations with redomicile for some of these 13 line drivers as follows:

- A. Six (6) line drivers now based and to remain domiciled and operating out of Oakland.
- B. Redomicile five (5) line drivers and their assigned equipment to Los Angeles, Paramount Terminal.
- C. Redomicile two (2) line drivers and their assigned equipment to operate out of our Fresno terminal.

COMMITTEE FOR LOCAL OPERATIONS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-9-4940 Moser Trucking

P & D For and on behalf of Robert E. Carney: On Saturday, August 2nd,
Dispute and Saturday, August 9, 1969, the Company used Junior men,
Don Palmer and Derick Garner, without asking Bob Carney.
This claim is for 22 1/2 hours at the overtime rate.

Case # SC-10-9-4673.

JSC Motion: That based on the facts presented, the claim of the
Union be allowed.

Deadlocked Southern California JSC October 10, 1969.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
5-70-5231

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Daniel Jardon states: I am claiming 2 1/2 hours premium pay for March 4, 1970 when Robert Graham who is a twenty percenter was called in ahead of me. He punched in at 5:00 A.M. My bid starting time is 7:00 A.M. He was given a half hour overtime at the bottom of the shift, plus a 2 hour early call-in. There is no 5:00 A.M. regular shift, but this man is being called in regularly at this time.

Case #111.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: M/m/s/and Deadlocked that the position of the Union be upheld.

(Note: Cases #5-70-5231 - 5232 - & 5233 were heard together)

Main Committee Decision: M/m/s/c/that the committee hold jurisdiction in these three cases pending the obtaining of the transcript in the cited precedent case, and that the Company be instructed to bring in the twenty percenters on the regular starting times without prejudicing this case.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
5-70-5232

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Richard H. Polage states: On February 26, 27, and March 5th, Bob Graham was asked by Bob Harbeke to come to work at 4:30 A.M. On February 26th, 6:00 A.M. on February 27th, and 5:00 A.M. on March 5th. These are not regular shifts and would be considered premium times. I am time slipping for this time - 2 1/2 hours on February 26th, 1 hour on February 27th and 2 hours on March 5th at time and one-half.

Bob Graham is a 20 percenter. My starting time is 7:00 A.M.

Case #114.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: The decision in Case #5-70-5231 applies.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
5-70-5233

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Richard Polage states: I am claiming 2 hours premium pay for March 6, 1970 and 2 hours premium pay for March 10th, when Robert Graham who is a twenty percenter was called in ahead of me. He punched in at 5:00 A.M. Also claiming 2 hours premium for March 18th when Robert Graham was called in ahead of me. My bid starting time is 7:00 A.M. and there is no 5:00 A.M. regular shift, but this man is being called in regularly at this time.

Case #115.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: The decision in Case #5-70-5231 applies.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
5-70-5328

Local 386, Modesto, California, and
Associated Freight Lines

P & D
Dispute

Union claims Company worked 8 employees April 6, 1970 and laid off down to 5 employees on April 7, 1970, and asks 80% of highest number of employees put to work in week of April 6, 1970 be guaranteed a 40-hour week pay.

Union claims violation of Article 57, Section 1 (d). This pertains to the guaranteed 40 hours and Union claims such. The highest number worked in the week was 8 men and 6 men are eligible for guarantee.

Company feels the 80% test was met. Referred to JWC Case #5-8-3730. In this particular case, the Company on Monday worked 8 men, on Tuesday 5, Wednesday 5, Thursday 6, and Friday 7. Company claims they paid guarantee to 4 men .

Case # CV-40-2960.

JSC Motion: That based on the decision of JWC Case #5-8-3730, the claim of the Union be denied.

Deadlocked California Valley JSC April 22, 1970.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 386, Modesto, California, and
 5-70-5330 Delta Lines

P & D Union asking 80% of highest number of employees put to work
 Dispute in week of April 6, 1970 be guaranteed a 40-hour week pay.
 Company worked 21 employees April 6, 1970 and laid off down
 to 11 employees on April 7, 1970.

Union claims highest number of men employed in this week
 April 6, 1970 get the 40 hour guarantee based on 80%. There
 were no pickets at this terminal.

Company claims application is applied to a normal work week.
 In this case because of shutdowns, the Company lost flow of
 freight and sent men home.

Case #CV-40-2959.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Valley JSC April 23, 1970.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-70-5407

Local 150, Sacramento, California, and
California Motor Express

P & D
Dispute

The Union was protesting the bid position of a 3:00 a.m. bobtail, and a 3:00 a.m. tractor driver. They stated that it was their opinion that the bid had been abused because the drivers were used as dock men for the first four hours of their shift.

It was the position of the Company that bids read "dock/bobtail driver" and "dock/tractor". It was their position that six or eight people were needed in the early hours of the morning to unload freight and load the city equipment.

Case #CV-10-2832.

JSC Motion: That the Company revert back to the 1969 bid in accordance with the Union request.

Deadlocked California Valley JSC March 25, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
8-70-5408

Local 150, Sacramento, California, and
System '99'

Office
Dispute

Union claims violation of Rider #R-166, MS#28, Section 2.
Union claims no one was on strike in Sacramento and no one
refused to go to work.

Company claims due to work stoppage in Los Angeles, there
was no work available these people and felt that they had no
obligation since all locals were parties to the agreement
Company feels Local 208 was in violation of the agreement.

Case #CV-50-3039.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC June 24, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 551, Lewiston, Idaho and United Buckingham Freight Lines
8-70-5415 Local 741, Seattle, Washington, and United Buckingham Freight Lines
Local 690, Spokane, Wash., and United Buckingham Freight Lines

P & D Local 313, Tacoma, Washington, and T.I.M.E., DC. Inc.
Dispute Local 741, Seattle, Washington, and T.I.M.E., DC., Inc.

Local 551, Lewiston, Idaho, and Garrett Freightlines
Local 551, Lewiston, Idaho, and Garrett Freightlines
Local 551, Lewiston, Idaho, and Consolidated Freightways

CASE #2736 (U) - Local 551 - United Buckingham Freight Lines

David Favor claims 40 hour guarantee for week of April 2nd. (Article 57, Section 1 (d))

CASE #2738 U) - Local 741 - Seattle - United Buckingham Freight Lines

Claim 8 hours pay for April 13th when Ray Sneesby and all other P.U.D. dock employees at Seattle terminal were laid off and who were in the 80% bracket.

CASE #2745 (U) - Local 690 - Spokane - United Buckingham Freight Lines

Requesting the 40 hour guarantee for all employees on the City Pick-Up & Delivery bid and Automotive Supplement effective November 17, 1969 through May 15, 1970, and overtime for all employees the Company moved off their bid starting times to a different starting time since April 13, 1970 and until the Company puts the employees back on their bid and starting times as posted and bid by the Company under the past practice P.U.D. and Automotive Supplement in the City of Spokane.

CASE #2761 (U) - Local 313 - Tacoma - T.I.M.E., DC. Inc.

Filing for 23 days pay for 11 men in violation of Article 57, Section 1. 'Eighty per-cent of the regular driver employees shall be guaranteed forty hours of work or pay.' This case will apply to Consolidated Freightways, Blackball Freight and Pozzi Transportation Company of Tacoma, all of whom are in violation of the above article.

CASE #2762 (U) - Local 741 - Seattle - T.I.M.E., DC. Inc.

On behalf of Raymond Armstrong and all other P.U.D. Dock Workers at T.I.M.E. DC. we claim a guaranteed 40 hour week for all men laid off that fell in the 80% bracket on April 6th and 7th.

CASE #2788 (U) - Local 551 - Lewiston - Garrett Freightlines

A. F. Jones, L. Arnone, V. E. Buhman, C. B. Candler claim 40 hours guarantee when Company did not work April 6th, but worked April 7-4-10 with a total of 13 regular employees. 13 x 80 --- 10.4 not included in this claim was Curtis Weston who worked but as a sick employee replacement, should the committee count the sick employee replacement then David Freeman also should receive 40 hour guarantee.

CASE #2791 (U) - Local 551 - Lewiston - Garrett Freightlines

Paul Evans claims 40 hour guarantee for week of April 6th when company worked 7 regular employees 7 x 80% --- 5.6. Evans is #6 on the seniority list.

CASE #2798 (U) - Local 551 - Lewiston - Consolidated Freightways

Clifford Lovejoy claims 40 hour guarantee for week of April 6th when company worked three regular employees during the week 3 x 80% --- 2.4. Lovejoy is #2 on seniority list.

JSC Motion: That Cases #2736-38-45-61-62-88-91-98, all involving the 80/20 principle, be governed by the principles and formula set forth in the letter of Arthur L. Griswold addressed to all Power of Attorney Members, Labor Relations Division of Washington Trucking Associations, Inc. dated April 14, 1970.

Deadlocked Washington JSC May 20, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
11-70-5555

Local 17, Denver, Colorado, and
Illinois-California Express

P & D
Dispute

Illinois-California Express has subcontracted work out to
Admiral Merchants on July 3, 7, 8, 9, 14, and 15, 1970,
while they had employees on lay off. We are asking that
the two top senior men laid off be compensated.

Case #47.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC August 5, 1970.

November, 1970 JWAC Action: M/m/s/c/ that this case
be referred back to the parties for possible settlement and
the committee retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5559

Local 45, Great Falls, Montana, and
Consolidated Freightways, Inc.

P & D
Dispute

Union stated that the case involved Casual Employees; this Employer has a furniture warehouse and a freight warehouse, and casu- als are required to work at the furniture warehouse as well as the freight warehouse, and it is the freight employees' position that the casu- als used for the furniture warehouse should be included, as freight employees to determine who are the 85% employees and who are the 15% employees. Consequently, the claim for Ecklund is for eight hours at time and a half for June 24 which he contends he is entitled to.

Employer stated that the use of casual's is necessary to conduct their business. This is especially true in the moving van business. 70% of the work is done in the summer time and the casu- als are worked only in accordance with the contract. The casu- als work schedule for the week in question was furnished by the Employer and is as follows:

On June 22, 4 casu- als were worked to replace 4 regular employ- ees (3 casu- als on vacation and one sick)

On June 23, 6 casu- als were worked, three of them replaced regu- lar employees on vacation.

On June 24, no casu- als worked.

On June 25, three casu- als worked to replace three regular employ- ees on vacation.

On June 26, four employees worked, three of which were used to replace regular employees on vacation.

Case #M-1065.

JSC Motion: That the claim of the Union be denied.

Deadlocked Montana JSC August 28, 1970.

November, 1970, JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5560

Local 81, Portland, Oregon, and
Consolidated Freightways, Inc.

P & D
Dispute

Local Union #81 is in dispute with the Company over Article #48, Section #16, on behalf of Ray Harmon, who regularly works a six day week and was paid only one day when he had to attend a funeral on Friday and Saturday August 21, and 22, 1970.

Local Union #81 contends that since Ray Harmon works a six day week and was paid only one day when he had to attend a funeral on Friday and Saturday that he should be entitled to the second day pay also. The hostlers at Consolidated Freightways have a six day scheduled work week 90% of the time and so the Union feels that the man has the second day funeral leave coming.

The Company contends that they have a five day work week Monday through Friday and they have never paid for a Saturday situation. They would pay a man if his regular work week was Tuesday through Saturday but no pay on a premium day.

Case # 1752.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC September 15, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
11-70-5573

Local 150, Sacramento, California, and
Ringsby Truck Lines

P & D
Dispute

Case #CV-70-3089: Local 150 vs. Ringsby Truck Lines
Union claims money lost from May 25, 1970 through
June 5, 1970 when Stockton men performed work of laid
off Sacramento men.

Case #CV-70-3092: Local 150 vs. Ringsby Truck Lines
Union claims money for Martinez when Stockton man
worked dock on May 28, 1970 and June 1 and 2, 1970.

Union claims agreed to move men into Sacramento on
May 18, 1970 on change of operations, but Company
did not move the men until June 1970. Company moved
only one man on May 18, 1970 - the remainder of the
men moved in June.

Company read J. W. C. Change of Operations decision
#JWC 8-70-5366. Company could not get clearance un-
til June. After the transfer, Stockton drivers still only
performed work done in Stockton in Sacramento. Comp-
any did not take any work away from Sacramento men.

Case #CV-70-3089 and #CV-70-3092.

JSC Motion: That the claim of the Union is denied.

Deadlocked California Valley JSC August 26, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

*

*

*

*

*

*

Case #
11-70-5577

Local 222, Salt Lake City, Utah, and
I. M. L. Freight, Inc.

P & D
Dispute

On June 25 and 26, and on July 1, 2 and 3, 1970, the Company rescheduled certain of its shifts. The claimants are all 80% employees with bid shifts starting at 00:30. The Company, mistakenly believing they were 20% employees, rescheduled their shifts on the days in question.

The Union, on behalf of the employees, claims pay for the hours worked outside their regular bid shifts at the rate of time and one-half, and, in addition thereto, claims eight (8) hours pay for each shift (bid shift) not worked.

The Company, while conceding its mistake and admitting it is obligated for time and one-half for the hours worked outside the bid shifts, contends that it should not be required to pay eight (8) hours additional for the bid shifts not worked, since no employees lost any time.

Case #1850.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Utah-Idaho JSC August 26, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

*

*

*

*

*

Case #
11-70-5579

Local 235, Orange, California, and
Consolidated Freightways

P & D
Dispute

In behalf of the senior available drivers, available for the weekends of February 1, February 7, February 8, February 14, February 15, February 21, February 22 and February 28, March 1st, March 7, March 8, March 14 and March 15, Local Union 235 is claiming 8 hours at the premium rate on each day when the foreign sleeper teams from Chicago and Kansas City were in the terminal on these weekend days, broke their power and hooked their power without the local hostler present. It is a violation and in accordance with our understanding with the Orange Terminal, the weekend work is given by seniority to the senior man available.

Case #SC-4-70-6301.

JSC Motion: That based on the fact that the Terminal was closed, the claim of the Union is denied.

Deadlocked Southern California JSC September 17, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 533, Sparks, Nevada, and
 11-70-5586 Delta Freight

P & D Union claims on 1st of August the Company wanted to use
 Dispute 4 hour casuals to load trucks at night. Company wants to
 use casuals other than regular men. Company should hire
 2 more men and they can absorb them.

Company claims they call the Union Hall every night for casuals
 for the work period in the evening from 6:00 P.M. to 10:00 P.M.
 Company has always let regulars go home at 6:00 P.M. after
 8 hours worked and if the regulars wanted to work, they could
 do so. As it is now, 85% of the men go home and Company needs
 4 hour casuals to finish work.

Case # CV-90-3168.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC September 23, 1970.

November, 1970, JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

*

*

*

*

*

*

Case #
11-70-5589

Local 983, Pocatello, Idaho, and
Consolidated Freightways

P & D
Dispute

This case involves the formula for determining the work week guarantees at the Company's Pocatello terminal. The Company has five men on its seniority list. During the week beginning Monday, June 15, 1970, the Company worked five men on Monday, three men on Tuesday, three men on Wednesday, two men on Thursday, and two men on Friday.

Don Thompson, the third man on the seniority list, claims pay for Thursday and Friday when he was not worked, contending that he should have been classed as an 80% man. The Union contends that the Company has changed its application of applying the formula, and that formerly it utilized the highest number of employees put to work in the previous week for determining the guarantees.

The Company denies that it has changed its formula - that it has correctly applied the formula, since the highest number of men worked on three days during the week was three and 80% of three is two; accordingly, Thompson would be a 20% man.

Case #1827.

JSC Motion: That the claim of the Union be denied.

Deadlocked Utah-Idaho JSC August 26, 1970.

November, 1970 JWAC Action: Postponed.

This case has now been Settled and Withdrawn as per letter from Local 983, dated December 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 386, Modesto, California, and
11-70-5665 Delta Lines

P & D Union requests two more bid jobs on 4:00 a.m. shift.
Dispute Case #CV-100-3204.

JSC Motion: That the claim of the Union is allowed.

Deadlocked California Valley JSC October 27, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 17, Denver, Colorado, and
2-71-5736 I. M. L. Freight, Inc.

P & D Harlen Kelly states: On September 21, 1970, I. M. L.
Dispute brought in a casual at 9:00 A.M. and he hosted in the yard
to 5:30 P.M. I signed for Monday to drive on my premium
day and was not notified to come in and work. This casual's
name is Al Gallegos.

Pay claim is for \$3.60.

Case #73.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC November 4-6, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5737

Local 81, Portland, Oregon, and
United-Buckingham Freightlines

P & D
Dispute

Local 81 is in dispute with the Company over their refusal to
allow Jimmy Stanfill to have his vacation or vacation pay.

The Union contends that Mr. Stanfill an employee with the
company for 8 years is a twenty percenter at the present
time and subject to call. Mr. Stanfill has not worked since
November 11, 1970, and asked for his vacation or vacation
pay for the Christmas week. This vacation is not a pro-rated
vacation but a scheduled vacation which was asked for a month
ahead of time but refused.

The Company contends that the man asked for his vacation or
vacation pay and the Company was very willing to pay the man
what was due him. When told they would give it to him then
Mr. Stanfill said he did not want Mr. Young to break the
Company's rule of applying for vacation thirty days in advance
and that he would wait until Christmas. The Company refused
because it would then obligate them to pay the man for three
days holiday pay.

Case #1826.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC December 15,, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5738

Local 87, Bakersfield, California, and
Pacific Motor Trucking

P & D
Dispute

Union claims Company in violation of contract by working Ralph Larangiera from 8-25-70 to present without giving him seniority also, failure to pay Health & Welfare, holiday pay and vacation.

Union read contract. Company using casuals "back to back". Asking for loss of wages as man has not been used since filing. 23 men on board. Grievant's timecards do not reflect use as vacation relief, etc. Grievant has been used since 8-25-69.

The Company contends the timecards were properly noted. Checks issued daily and marked "casual labor terminated." No one hired since grievant has been used as casual.

Case #CV-120-3252.

JSC Motion: That the claim of the Union is allowed. The man is to be placed on the seniority list with his original date of hire. The balance of the claim is allowed 45 days from date of filing.

Deadlocked California Valley JSC December 21, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5739

Local 186, Santa Barbara, California, and
Pacific Motor Trucking

P&D
Dispute

Lorenz Ovieda is asking to be compensated on the following days:
April 6, 7, 8, 10, 13, 15, 16, 17, 20, 22, 23, 24, 28, 30, 1970 -
May 4, 7, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 1970, when a
junior man, Tom Devaney worked. It is the company's position
that Tom Devaney has super seniority while acting as Working
Foreman.

Case #SC-7-70-6719.

JSC Motion: That based on the facts presented, the claim
of the Union be denied.

Deadlocked Southern California JSC December 11, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-71-5740 Consolidated Freightways

P & D K. L. Bennett claims all monies due him from August 10, 1970.
Dispute The Company refused to return him to work on August 10, 1970,
after presenting a Company doctor's release.

Case #SC-10-70-7340.

JSC Motion: That doctors Rodman and Spiegel select a mutually agreeable third doctor; this doctor to be furnished with the full medical history of Bennett and also a full description of his normal job duties; and that doctor's decision as to whether or not he is able to return to his normal duties shall be final and binding on all parties.

Deadlocked Southern California JSC December 9, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5741

Local 208, Los Angeles, California, and
Dependable Trucking Co.

P & D
Dispute

Bill Messinger and Charles Bumgardner claim the Company
refuses to pay them for their birthdays. Therefore, they claim
8 hours each.

Case #SC-7-70-6763.

JSC Motion: That based on the facts presented, the claim of
the Union be allowed.

Deadlocked Southern California JSC December 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-71-5742 Pacific Motor Trucking

P & D Frank Obergon, Clay Bailey, John Cornejo, et al claim
Dispute entitlement to applicable birthday holiday pay wherein such
holidays fell between April 3rd and May 21, 1970. Such pay
application was denied June 11, 1970.

Case #SC-7-70-6781.

JSC Motion: That based on JWC Case #11-70-5695, the claim
of Frank Obergon be allowed, the balance of the claim be denied.

Deadlocked Southern California JSC December 17, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-71-5743 Pacific Motor Trucking

P & D A. R. Gallegos claims 3 day's pay resulting from Company's
Dispute 9-4-70 decision to disallow work opportunity on basis of doctor's
release which was thereafter substantiated and proven valid.

Case #SC-10-70-7359.

JSC Motion: That based on the facts presented, the claim of
the Union be denied.

Deadlocked Southern California JSC December 10, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-71-5744 Ringsby System

P & D This member (Charles B. Wilson) worked for Fortier which was
Dispute purchased by Ringsby and was given April 1, 1961 seniority.
He feels he has been laid off wrongly and wants to be compensated
for all time lost as junior people are working in his stead.

Case #SC-9-70-7275.

JSC Motion: That based on the facts presented, Charles B. Wilson's
seniority date of 7-1-62 applies for bidding and layoff, and his
Company seniority date of 1-10-51 applies for fringe benefits
only.

Deadlocked Southern California JSC December 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-71-5745 Smith Transportation Co.

P & D The men listed below are claiming the Company brought them in
Dispute to work on August 24, 25, 26, 31st at 10:00 o'clock A.M. Therefore
they are claiming one hour at overtime for every day they are
started at 10:00 A.M. from the 31st on - Angel Lopez, Tom
Wierenhunt, Jim Johnson, Bob Jennings, Bob Carman, Chuck
King.

Case #SC-10-70-7363.

JSC Motion: That based on the facts presented, the claim of
the Union be allowed.

Deadlocked Southern California JSC December 10, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5746

Local 208, Los Angeles, California, and
Transport Cartage & Distributing Co.

P & D
Dispute

For and on behalf of: Martin Martinez.

On October 4, 1970, the Company had this member on a forced vacation which he has already taken and which makes it an illegal layoff. This claim is for all monies lost as a result of this.

For and on behalf of: Ivan L. Frankel.

On October 5, 1970 the Company had this member on a forced vacation which he has already taken and which makes it an illegal layoff. This claim is for all monies lost as a result of this.

Case #SC-11-70-7546.

JSC Motion: That based on the facts presented, the claim of the Union be allowed.

Deadlocked Southern California JSC January 14, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-71-5747 Yellow Freight System, Inc.

P & D R. C. Mallon claims seniority date of June 18, 1962.
Dispute

Case #SC-8-70-7010.

JSC Motion: That the decision in Case #SC-5-8-970 which reads as follows: "Motion made and seconded that the company seniority of Murray Kersbergen is 1-10-64; Mallon, 1-13-64; Snow, 1-13-64; and Salice, 1-13-64 in that chronological order" is final and binding, therefore this case is improperly before this committee.

Deadlocked Southern California JSC December 18, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-71-5748 Consolidated Freightways

P & D Mark D. Steels is a Salt Lake City dock worker in the 85% group
Dispute with a bid work week, Tuesday through Saturday. On the week
in question he worked as follows:

Worked Monday - October 12th
Worked Tuesday - October 13th
Worked Wednesday, October 14th
Off sick Thursday, October 15th
Worked Friday - October 16th
Worked Saturday - October 17th
Worked Sunday - October 18th

The Union contends that under the provisions of Article 59,
Section 2 (a), he should be compensated for Sunday, October
18th at double time.

The Company paid him for that date at the rate of time and one-
half, contending it was not his seventh consecutive day worked.

Case #1900 (Dec. 70-8).

JSC Motion: Based on the facts presented, the claim of the
Union be denied.

Deadlocked Utah-Idaho JSC December 8, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 235, Orange, California, and
2-71-5749 Consolidated Freightways - Cartage & Container Division

P & D Case #SC-11-(9)-70-7164: This involves Gary L. Neiger. We
Dispute feel the layoff status to be unjust.

Case #SC-11-(9)-70-7165: This involves W.G. Murphy. We feel
the layoff status to be unjust.

Case #SC-11-(9)-70-7166: This involves Carl Probyn. We feel
the layoff status to be unjust.

Case #SC-11-(10)-70-7452: This involves G.M. Cavin. Request
8 hours pay and all fringe benefits.

Case #SC-11-(10)-70-7453: This involves G. M. Cavin. Pay
for minimum of 8 hours per day is requested until Malt St.
facility is closed or he is reinstated from layoff.

Case #SC-11-(10)-70-7457: This involves Dwayne L. Johnson.
Requesting 8 hours pay for Sept. 2/70.

Case #SC-11-70-7484: This involves Bud Morefoot. When he
reported to company, they refused to put him to work.

Cases - As above.

JSC Motion: That based on the facts presented, the claim of
the Union be upheld.

Deadlocked Southern California JSC January 11, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5750

Local 357, Los Angeles, California, and
City Transfer

P & D
Dispute

Local 357 protests bulletin dated September 14, 1970 regard-
ing Article 12 of the National Master Freight Agreement.

Case #SC-11-70-7550.

JSC Motion: That the bulletin posted September 14, 1970 is
reasonable and the protest be denied.

Deadlocked Southern California JSC January 12, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5751

Local 357, Los Angeles, California, and
Consolidated Freightways

P & D
Dispute

For and on behalf of: Ronald LaViola.

On July 3, 1970 I arrived to work approximately 1/2 hour late. When I looked for my time card it was in the office. I asked for my time card and Mr. Butler said it was 0232 and I could not come to work because it was 2 minutes past the 30 minute late time limit that the company rules state. According to my watch it was 0228, plus the time clock registers a 2 minute error, in the visual reading of it.

I am requesting 8 hours pay.

Case #SC-8-70-7012.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC November 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5752

Local 357, Los Angeles, California, and
Consolidated Freightways

P & D
Dispute

FOR AND ON BEHALF OF: Howard Wing.

On July 6, 1970 I awoke at 0200 hours, my regular starting time. I called in and asked if I could come into work. Jerry Butler told me if I could get here in 30 minutes I could work. I arrived at approximately 0237 and was told to go on back home, that I was too late. I feel I should have been allowed to work and should be paid 8 hours pay, plus the overtime pay I would have received that day since I made such an effort to get in as told, and secondly, three other persons came to work late recently and were allowed to work, so why should I be discriminated against. The names and tardiness is as follows:

L. C. Baker - 4 hours late
Cornell Luper - 1 hour late
Ben Clayborn - 35 minutes late

I am requesting 8 hours straight time and 2 1/2 hours overtime in the amount of \$53.81.

Case #SC-8-70-7012.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC November 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5753

Local 357, Los Angeles, California, and
Delta Lines

P & D
Dispute

Case #SC-11-70-7553: For and on behalf of Gilbert E. Montejano. On Thursday, July 2/70 Assistant Terminal Manager, Bob Weekley informed me that I was to be laid off for one day, July 3/70. The following pay period, I was paid for four days only. Since seniority has been restored through arbitration, I feel that Delta Lines should pay me two days wages as I was further denied pay for July 4/70, a paid holiday under the Master Freight Agreement. The balance of my vacation pay has not been paid, this includes period from June 9/70 to August 17/70.

Case #SC-11-70-7554: For and on behalf of Robert Wilson. On Thursday, July 2/70, Assistant Terminal Manager, Bob Weekley informed me that I was to be laid off for one day, Friday, July 3/70. The following pay period I was paid for four days only. Since seniority has been restored through arbitration, I feel that Delta Lines should pay me two days wages as I was further denied pay for July 4/70, a paid holiday under the Freight Agreement.

Case #SC-11-70-7555: For and on behalf of: Francis Kelley. I did not get paid for my birthday, June 27/70 and feel I am entitled to it according to the new contract.

Case #SC-11-70-7556: For and on behalf of Francis Kelley. I was laid off for the day of July 3/70 and junior man to me worked. I also did not get paid for the holiday of July 4/70. I feel I should have gotten both days pay.

Case #SC-11-70-7557: For and on behalf of Robert Kelly. I asked about working my birthday (June 10/70) and was told by Ray Chew to take the 10th of June (my birthday) off. I have not been paid for this day. I am asking payment as other employees in the same situation have been paid.

Case #SC-11-70-7558: For and on behalf of Robert J. Kelly. I was told I was to be laid off July 3/70 because I was one of the bottom 20% on seniority. I feel this is wrong as men with much less time with the Company worked on July 3/70 and I did not. Also July 4/70 holiday pay was not paid. I am requesting \$70.88 for 16 hours.

Case Numbers - As shown above.

JSC Motion: That inasmuch as the Local Union's protests dated 10-13-70 are more than 45 days beyond the Sam Kagel seniority award effective 8-24-70, the protests are untimely under Article 45, Section 1 (h).

Deadlocked Southern California JSC January 12, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-71-5754 Hopper Truck Lines

P & D
Dispute

Cases #SC-9-70-7068: For and on behalf of - Lee Flores.
Hopper Truck Lines called me to work on June 30/70 as a dock-
man from O.N.C. Motor Freight-Hopper master list of seniority.
I went after my check on July 6/70 for holiday pay of July 4/70
and no check was available. Since I was paid as a regular
employee, I should have been paid on July 6, 1970. I received
my holiday check on July 30/70 and was terminated on the 4th
of July. Therefore I believe Hopper owes me wages under
Article 47, Section 1 (d). I am claiming 168 hours in the amount
of \$770.24.

Case #SC-9-70-7069: For and on behalf of Carl Stanoyevic.
I was called to work at Hopper on June 30/70 as a checker loader
from the ONC-Hopper master seniority list. I went to Hopper
Truck Lines for my holiday pay July 4/70 on July 6/70 and
asked for my holiday pay. There was no check for me, so I
called Hopper on July 7/70 and talked to Ann and she said there
was no check. Since I was paid as a regular employee and not
as a casual, I should have been paid on July 6/70. I received
a check on July 29/70 thru the mail, it was dated July 27/70
and postmarked July 28/70. The rate of pay was as a regular
employee and said "your services with this company are terminated
as of July 4, 1970."

I contend that Hopper owes me wages under the aforementioned
Article 47, Section 1 (d) . I am claiming 144 hours in the
amount of \$660.24.

Cases No. SC-9-70-7068 and 7069.

JSC Motion: That based on the facts presented, the claims of
the Union be denied.

Deadlocked Southern California JSC November 30, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-71-5755 Pacific Motor Trucking

P & D For and on behalf of: Joseph Toledo.
Dispute

I am claiming all hours and monies for all steady employees working their vacations as I am a steady employee of PMT and I am on layoff. I feel that all steady employees should take their vacations so that in turn all men who are laid off may be called back as vacation relief.

Case #SC-9-70-7078.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC November 30, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-71-5756 Pacific Motor Trucking

P & D
Dispute

For and on behalf of: Joseph Bravo.

I want to claim all monies and hours. I am a steady employee of PMT and I am laid off. I am claiming that all steady employees that are working their vacations and I am laid off and that I should be called back as a vacation relief and also all men that are laid off should be called back as vacation relief.

Case #SC-9-70-7079.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC November 30, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-71-5757 Santa Fe Transportation

P & D
Dispute

Case #SC-10-70-7387: For and on behalf of: R.C. Webster.
"I was called to work on my 7th shift. I was paid time and one-half for 10.5 hours which I feel I should have been paid double time being as it was my 7th shift. I request all of my timecards for the week of July 27 to August 1, 1970. I hereby request 10.5 hours at 1/2 time in the amount of \$24.15."

Case #SC-10-70-7388: For and on behalf of: R.C. Webster.
"I was called to work on my 7th shift. I was paid time and one-half for 8.6 hours which I feel I should have been paid double time being as it was my 7th shift. I request all of my timecards for the week of 8-10-70 to 8-15-70. I hereby request 8.6 hours at one-half time in the amount of \$19.78."

Cases #SC-10-70-7387 and 7388.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC December 7, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-71-5758 Yellow Freight

P & D For and on behalf of: Paul Carter.
Dispute

I reported to work Monday morning August 3, 1970, prior to my regular starting time (1:00 A.M.) my timecard was not in the rack. I did not see Paul Hammons. I stood in the lunch room for a few minutes talking to the fellas then I went to the head. Ron Fuller (a brother) came in approximately 1:25 a.m . and told me that Hammons had told him to tell me if I did not leave the dock that he would fire me. I went out on the dock and looked for my steward, Casey, but he was not at work that night. I then talked to Joe Del Torro (former steward) and asked him what I should do after explaining the situation to him. He told me to ask Hammons what the problem was, which I did. He then stated I had just arrived at work, approximately 1:40. He then said, 'Get your ass off the dock or I'll fire you.'" The following day, August 4/70, Hammons spoke to Casey, the steward and told him he had asked me to leave because I was intoxicated when I came to work and he had asked me to leave for my own good. This statement made to my steward and the statement made to me earlier in front of fellow brothers and a Foreman are out and out lies. I have several people who saw me on the dock at 1:00 A.M. or a couple of minutes later. These are people who can state the time and the other people who saw me speak to Hammons can and will testify to my being sober.

I am requesting 8 hours pay in the amount of \$36.68 for that day.

Case #SC-9-70-7101.

JSC Motion: That based on the facts presented the claim of the Union be denied.

Deadlocked Southern California JSC December 1, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 381, Santa Maria, California, and
2-71-5759 Pacific Motor Trucking

P & D
Dispute

Case #SC-6-70-6611: Union in behalf of Clarence E. Calhoun requests the monies earned by a less senior employee since April 6, 1970, when he was put on call. Mr. Calhoun has been available at his starting time every day since April 6, 1970.

Case #SC-6-70-6612: Union in behalf of Fred A. Tuttle requests the monies earned by a less senior employee since April 6/70 when he was put on call. Mr. Tuttle has been available at his starting time every day since April 6, 1970.

Case #SC-6-70-6613: Union in behalf of Joseph W. Sexton requests monies earned by a less senior employee since April 6/70 when he was put on call. Mr. Sexton has been available at his starting time every day since April 6, 1970.

Cases #SC-6-70-6611 - 6612 - and 6613.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC December 11, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 381, Santa Maria, California, and
2-71-5760 Pacific Motor Trucking

P & D
Dispute

Union, in behalf of Joseph Sexton requests a final interpretation in regard to his seniority position. He was hired May 28, 1946 in El Centro and was transferred to Santa Maria about a year later. Fred Tuttle was hired in Santa Maria about two months before Mr. Sexton was transferred and the seniority list has always shown just the 5-28-46 date for Sexton and was then considered the senior P.U.D. man. More recently the Company has considered him the #2 man and he was laid off recently.

Case #SC-6-70-6614.

JSC Motion: That based on the facts presented, Sexton's Company seniority date for fringe benefits is properly 5-28-46; his terminal seniority date, for bidding and layoff purposes at Santa Maria, is 8-11-47; the Company be instructed to post a current seniority list in date order, showing Company and Terminal seniority dates, and there shall be no money claims retroactive as of this date, based on this decision.

Deadlocked Southern California JSC December 11, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 396, Los Angeles, California, and
2-71-5761 Moore Business Forms

P & D Local 396 on behalf of Al Melendrez, is protesting Probationary
Dispute and Casual Employees (Article 3, Section 2, of the National Master
Freight Agreement and Definition of Casual Employee (Article 48,
Section 4, of the Pick-Up and Delivery Agreement.

"Let the record show that the probation period as under Article 39, as accepted by the "Employer" for Leslie Linder who worked in my stead as a probationary casual or employee, as of or about August 18, 1970 for 30 days, be respectfully awarded this member (Al Melendrez) as agreed by the "Employer" and the "Union" in the National Master Freight Agreement - Article 3, Section 2.

In Article 3, Section 2, Paragraph 4, QUALIFICATION was accepted by the "Employer" in behalf of Leslie Linder on September 21, 1970, at which time and date this employee was put on the "EMPLOYERS" seniority list, with ALL disregard for employment opportunity at Moore Business Forms in behalf of this member (Al Melendrez) and in clear violation of Article 3, Section 2, Paragraph 4. Please let the record show that this member (Al Melendrez) started casual employment at Moore Business Forms on July 7, 1970, having worked: (1) five (5) days in July or 53 hours; (2) August, 16 days or 159 hours and 15 minutes; (3) September 1970, 12 days or 122 hours and 45 minutes. At this point, I respectfully request of the "Employer" and the "Union to observe Article 48, Section 4, Page 30, National Master Freight Agreement in respect to two casualls (as the record will show) who were given full casual employment opportunity in the month of August, 1970, and in the month of September, 1970. I call the attention of the "EMPLOYER" and the "UNION" to the seniority dates of the two bottom seniority employees, (the record will show) one with a seniority date of September 14, 1970, and the other employee with a seniority date of September 21, 1970. Again at this point I would like to request that the Union observe the EQUAL OPPORTUNITY per so Article of the National Master Freight Agreement. This Article has not been complied hereto in this member's (Al Melendrez) behalf. The record will show that the two above mentioned employees were in fact not members of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, at any time while working as casualls for Moore Business Forms, and up to the time of their seniority dates.

In summation of this grievance, I respectfully conclude and in clarification of Article 3, Section 2, Paragraph 4, humbly interpret a clear violation of the contract by the "EMPLOYER."

Therefore, I humbly request of the "UNION" and the "EMPLOYER" that this member (Al Melendrez) be:

- (a) Put on the Company seniority list as of or before, or about Sept. 21, 1970.
- (b) Be awarded monies for time and employment lost August 18/70 thru August 21, 1970, at which time Leslie Linder worked in my stead in clear violation of the contract in Article 3, Section 2, and Paragraph 4.
- (c) Be awarded all monies awarded to Leslie Linder as of September 21/70, who is being given work opportunity in my stead.

I am a member of BROTHERHOOD OF TEAMSTERS; a member in good standing. I am a consientious worker, a respectful employee (casual) and in full recognizance of my obligation as an employee (casual) of Moore Business Forms, its commitments; and as a trucker.

On this date, September 23, 1970, I observed the first steps in the grievance procedures by speaking to the or with the "EMPLOYER" on this matter.

Let the record show that Article 44, Paragraph 4, as hereby complied hereto."

Case #SC-11-70-7576.

JSC Motion: That based on the facts presented, Al Melendrez has no seniority with Moore Business Forms.

Deadlocked Southern California JSC January 14, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5762

Local 431, Fresno, California, and
Pacific Motor Trucking

P & D
Dispute

Union requests 40 hours guarantee for M. Babyk for week of
November 16 through 20, 1970 (12 1/2 hours).

Union claims man is an 80% and for week claimed should be given
40 hour guarantee. Company also used leasors during this time.
Leasors were on the payroll and Babyk would have been 80% without
them.

Company read local agreement with company covering piggy-back
operation. Company states the 2 days the man was off the Company
did not use leasors.

Case #CV- 120-3279.

JSC Motion: That based on the agreement dated September 14, 1970
Item 2, the claim of the Union is denied.

Deadlocked California Valley JSC December 22, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-70-5763

Local 467, San Bernardino, California, and
City Transfer Co.

P & D
Dispute

General Truck Drivers, Warehousemen and Helpers Union Local
467 hereby files a grievance against City Transfer on behalf of
Bill R. Walton. Brother Walton claims violation of Article 41,
Section 2 , of the Pick-Up & Delivery Agreement - Bidding.

Case #SC-10-70-7462.

JSC Motion: That based on Rider #277, claim of the Union be
denied.

Deadlocked Southern California JSC December 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 692, Long Beach, California, and
2-71-5764 Consolidated Freightways - Cartage and Container Division

P & D On Saturday, October 3, 1970, mechanics unloaded a load of
Dispute freight from Trailer 71-7081 depriving James B. Parker of a
 premium day's wages. Local 692 is claiming pay for Parker.

Case #SC-11-70-7499.

JSC Motion: That based on the facts presented the claim of
the Union be allowed.

Deadlocked Southern California JSC January 11, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 741, Seattle, Washington, and
2-71-5765 T.I.M.E., DC., Inc.

P & D Union claims Roufs enjoyed the heavy duty rate while operat-
Dispute ing out of Tacoma terminal to Olympia when terminals were
dovetailed. Company denied Roufs this rate. This is a
cut in pay and violation of Maintenance of Standards.

Case #2959 (U).

JSC Motion: That Roufs shall maintain and be paid heavy
duty rate when he drives to Olympia. Further, he shall
receive heavy duty pay back 45 days from filing.

Deadlocked Washington JSC November 18, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 911, Klamath Falls, Oregon, and
2-71-5766 Klamath Falls Freight Lines

P & D Local 911 is protesting the layoff of James M. Thayer and asking
Dispute for pay for December 24, 1970, December 25, 1970, and January
 1, 1971.

The Union contends that the man is entitled to the holiday pay
because he was on the payroll more than thirty days.

The Company contends that the man was a casual and does not
have the holidays coming.

Case #1849.

JSC Motion: That Mr. James Thayer was properly paid as a
casual employee and the Union's claim be denied.

Deadlocked Oregon JSC January 4, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 962, Medford, Oregon, and
2-71-5767 O.N.C. Motor Freight System

P & D
Dispute

Local 962 is in dispute with the Company over the premium rate of pay for all hours worked on November 26, 1970. This claim is filed on behalf of James Wehren and Harvey Hueners.

The Union contends that in Medford there has only been one man on the shift for the last four years but this year there are two. The Union Presented a bulletin from the Oregon Truck Operators League of November 10, 1969, where it states over-lapping shifts on day of a holiday should be paid holiday pay. The Union contends that it has always been done this way in the State of Oregon.

The Company contends that when a man's shift works over into a holiday the man is paid for the day in which his shift started. If the man's shift starts on a holiday then he should receive premium pay. Portland has a practice that differs whereby a man is paid holiday pay but this does not apply to Medford.

Case #1829.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC December 15, 1970.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

- Case # L-886 ROBERT DUNLAP, member of Local 17, Denver, Colorado.
2-71-5768 Employee of Burlington Truck Lines, Inc. Request is for
a period of 90 days, effective October 5, 1970, for the pur-
pose of working in Local 17.
- L-887 CLYDE I. NOVAK, member of Local 448, Missoula, Montana.
Employee of United-Buckingham Freight Lines. Request
is for a period of 30 days, effective November 1, 1970, for
the purpose of training period for dispatching position.
- L-888 TEMPLE R. WEBB, member of Local 17, Denver, Colorado.
Employee of T.I.M.E., DC, Inc. Request is for a period
of 90 days, effective September 28, 1970, for the purpose
of working in Local 17.
- L-889 SAM MASON, member of Local 692, Long Beach, Calif.
Employee of Chesley Transportation. Request is for a
period of 90 days, effective September 5, 1970, for the
purpose of Dispatching.
- L-890 ALVEY D. INMON, member of Local 692, Long Beach, Calif.
Employee of Chesley Transportation. Request is for a
period of 90 days, effective December 14, 1970, for the
purpose of trying out as Dispatcher.
- L-891 C. E. KOHLER, member of Local 542, San Diego, Calif.
Employee of California Motor Express. Request is for a
period of 90 days, effective January 18, 1971, for the pur-
pose of taking a Supervisory position with the company in
Oakland.
- L-892 FRANK L. LEWIS, member of Local 208, Los Angeles, Calif.
Employee of Milton's Express. Request is for a period of
90 days, effective November 2, 1970, for the purpose of
taking Dispatcher position.
- L-893 BILLY JOE MUNN, member of Local 542, San Diego, Calif.
Employee of Borrego Freight Lines, Inc. Request is for
a period of 90 days, effective January 4, 1971, for the pur-
pose of accepting on trial basis a Supervisory position with
the company (not covered by labor agreement).
- L-894 JESS J. SCHOONOVER, member of Local 483, Boise, Idaho.
Employee of Consolidated Freightways, Inc. Request is for
a period of 90 days, effective January 1, 1971, for the purpose
of becoming Secretary-Treasurer of Local 483.

MAIN COMMITTEE

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 255, Portland, Oregon, and
8-9-4732 Consolidated Freightways

Automotive Local 255 is in dispute with Consolidated Freightways over a
Dispute change of hours for shift premium pay for the Parts Room
Employees.

The Union contends that until January 31, 1969, the Company paid the Parts Room Employees the premium pay for the morning shift from 7:00 A.M., and at this time discontinued this practice and started paying the employees from 8:00 A.M. - That the shift starting at 4:00 P.M. had been paid the premium rate starting at 4:00 P.M., and now the employees are being paid from 6:00 P.M.

The Union feels this is past practice, and the Company is in violation of the Maintenance of Standards provision of the contract. - That the Company is contending the premium pay was discontinued because of a 1968 JWC case #8-8-3995 but that this case pertained to the amount of money to be paid, not hours.

Case # 1390.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 7, 1969.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970, JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
2-70-5074

Local 150, Sacramento, California, and
Union Transportation Company

Full
Load
Dispute

Union requests Company post all equipment for bid.

Case # FL-89-92 .

JSC Motion: That the claim of the Union be denied.

Deadlocked California Valley JSC (no date of action given).

February, 1970 JWAC Action: M/m/s/c/ it be sent back to the parties and the committee retain jurisdiction if they don't get one worked out.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
8-70-5440

Local 150, Sacramento, California, and
Sacramento Auto Truck Company

O-T-R
Dispute

Union claims all monies lost for Decker and Egy from February 26, 1970 to date of hearing, when non-bargaining unit people performed work and they were laid off.

The Union claimed all monies lost from February 26, 1970 when non-bargaining unit personnel performed Teamster work. The Company protested the hearing of the grievance because of the decision rendered in CV-20-2888 and CV-20-2889, which had been heard together. It was the decision of the committee that no claim prior to February 26th could be heard. The grievants claimed that they had observed non-bargaining unit personnel performing bargaining unit work on March 3, 4, 6, 10, 13, and 20. On March 3, 6, 10, 13, and 20, one of the grievants had observed Mark Bosaich loading freight into a station wagon in Davis, Calif, and then driving toward Winters, California. On March 4, both of the grievants had observed a valley trailer #37-1283 being unloaded at Sacramento Auto Truck by the two owners. It was the position of the Union that the grievants should receive runaround pay for these days, plus Health and Welfare payments for the month, since both of the grievants had medical claims.

It was the position of the Company that on March 4th they had instructed the Valley driver to get assistance to unload his trailer and that he did get bargaining unit help from his company. The Company denied all knowledge of freight being loaded into a station wagon at Davis.

Case #CV-30-2914.

JSC Motion: That the claim of Mr. Decker be allowed for March 3, 4, 6, 10, 13 and 20, and that the claim of Mr. Egy be allowed for March 4, 1970, and the contributions for pension and health and welfare be paid for both men.

Deadlocked California Valley JSC March 25, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon
8-70-5518 Local 324, Salem, Oregon, and

I-5

Clarification Local 324 is protesting the violation of Article 55, Section 3 (e) of the Western States Area Over-The-Road Supplemental Agreement.

The Union contends that a Salem domiciled driver originally bid on the board at I-5 to transfer to Portland because of the decision in San Francisco in August, 1970, that there would be no runs out of Salem. During the past two months there have been runs out of Salem. At the time Portland was using only seven or eight of the 13 man board and Local 81 intervened saying that the men should be used only in seniority order. The Local Unions are requesting that this be referred to San Francisco for interpretation in February 1971.

The Company contends that this is a matter for the hearings in San Francisco.

JSC Motion: That because of the subject matter involved, it be referred to the JWAC for clarification. Motion Carried.

Oregon JSC January 4, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
11-70-5561

Local 81, Portland, Oregon, and
East Texas Motor Freight

Master
Dispute

Local Union #81 is in dispute with the Company over their violation of Article #15 of the National Master Freight Agreement, in behalf of James E. McMahan, who has retained sufficient seniority to work under the Pickup and Delivery Supplemental Agreement. Local Union #81 is asking a days' pay for each day that the man is not allowed to work. The Union contends that Mr. McMahan worked at East Texas Motor Freight then known as Valley Copperstate from June 6, 1966, until the time he was drafted on November 18, 1968. He was discharged from the Army on February 28, 1970, applied for his job back on February 28, 1970, but was not called back until September 18, 1970. He worked for the Company for three days before they asked him to take a physical. His physical was refused, and he was at that time layed off. Mr McMahan suffered no accidents or disabilities on his tour of duty in Vietnam.

The Company contends that in November, 1969, the Company made it a requirement to have an X-ray of the spine for all physicals. Mr. McMahan was layed off and when he returned to work was required to have a physical. He is on layoff status until he can pass the physical.

Case #1756.

JSC Motion: That the man be put back to work with no loss of seniority and all back pay.

Deadlocked Oregon JSC October 5, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5564

Local 81, Portland, Oregon, and
I.M.L. Freight Lines

Master
Dispute

Local Union #81 is in dispute with the Company over Article 6, Section 1 of the National Master Freight Agreement, involving the discontinuance of two (2) men on 100 lb. sacks of exempt commodities.

The Union contends that in the past at I.M.L., 100 lb. sacks of exempt commodities have always had two men to unload. The Union has several statements from the Company's employees stating that they have never loaded these items without a helper. This is being filed under a maintenance of standards since this has always been done in the past except for the last two months.

The Company contends that it has not been a past practice with the Company that it has been done before but only for the convenience of the Company to free equipment.

Case #1764.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC October 5, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case #
 11-70-5568

Local 81, Portland, Oregon, and
 Pacific Motor Trucking

O-T-R
 Dispute

Local Union #81 is in dispute with the Company over their failure to pay an additional six hours minimum extra dispatch from Albany, Eugene and back to Portland for Robert A. Uding.

Local #81 contends that on August 9, 1970, Mr. Uding was dispatched from Portland to Albany and when he reached Albany he was told to go on to Eugene. The Union feels that it was a closed in dispatch and the man should be paid to minimums of eight hours plus work time.

The Company contends that it has been a past practice that all drivers must call in from Albany to Eugene and if they are needed they must go to Eugene. They feel that they were correct in their procedure.

Case #1751.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC September 15, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5570

Local 81, Portland, Oregon, and
T.I.M.E. DC., Inc.

O-T-R
Dispute

Local Union #81 is claiming a runaround for Nichols and Smith, sleeper Team.

Local #81 is in dispute with T.I.M.E., DC. Inc. over their refusal of a runaround claim of M. Nichols and I. Smith involving thirty-two hours when the Company dispatched four (4) Los Angeles -based trucks out of Seattle empty, picked up loads in Portland and let Nichols and Smith sit.

The Company contends that there were six Portland sleepers in town but two were dispatched out leaving four left in Portland. They feel the dispatch was proper.

Case # 1754.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC September 15, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case #
 11-70-5571

Local 81, Portland, Oregon, and
 United-Buckingham Freightlines

O-T-R
 Dispute

Local Union #81 is filing for E.E. Henderson two runaround claims denied by the Company when they failed to dispatch properly. They are on July 1, 1970 for \$33.76, and on August 18, 1970 in the amount of \$42.06.

(1) July 1, 1970 the Union contends that because of an improper dispatch the Company sent out a bid man Mr. VanEaton instead of E.E. Henderson and an extra-board man should have received the off route miles.

(2) August 18, 1970 the Union contends that Mr. E.E. Henderson is claiming a runaround on Ivan Kaufman who on August 17, 1970, was taken off furlough and sent out ahead of him.

The Company contends that the dispatch was correct and that Mr. VanEaton the bid man took the longest run from Portland to Wenatchee. (1)

The Company contends that Mr. Henderson chose the 6th Spokane which was cancelled out three hours after the board closed and they had no choice but to call a furloughed man in because they couldn't change the whole board because of the cancellation. (2)

Case #1755.

JSC Motion: (1) That the Union's position be denied.
 (2) That the Union's position be upheld.

Deadlocked Oregon JSC October 5, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
11-70-5592 McCracken Brothers Motor Freight

O-T-R Local 81 is disputing the Company's violation of the short line
Dispute agreement. This dispute is filed on behalf of Robert G. Carnes
and we are asking for 3 1/2 hours on July 12, 1970, and three
hours on July 19, 1970 for the same short line violation.

Mr. Robert Carns the number four line driver for McCracken
Brothers was dispatched to Eugene on Sunday, July 12, 1970,
and left Portland at 8:30 p.m. arrived in Eugene at 11:15 p.m.
worked his trailer until 2:45 a.m. and took thirty minutes for
lunch, arriving back in Portland at 5:30 a.m.

The Union is asking for three and one-half hours overtime
for the time worked on a premium day.

The Company contends that they pay the applicable short line
scale and they are not obligated to pay the time and one-half
rate when a short line driver performs a service on a premium
day.

Case #1719.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC August 3, 1970.

November, 1970 JWAC Action: M/m/s/c/ that the panel
retain jurisdiction and it be referred back to the parties for
possible settlement.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
11-70-5608

Local 224, Los Angeles, California, and
Valley Copperstate System

O-T-R
Dispute

Local 224 on behalf of driver Maurice Riganti claims 2 hours on January 1, 1970 and January 9, 1970 for checking equipment and various other duties that have always been paid in the past on the north runs at Valley Copperstate System.

Case #SC-4-(2)-70-5784.

JSC Motion: That based on the facts presented the claim of M. Riganti be denied.

Deadlocked Southern California JSC September 15, 1970.

November, 1970 JWAC Action: M/m/s/c/ that the committee hold jurisdiction on the case and remand it back to Local 224 and Local 495 and the company to attempt to work out a mutually acceptable solution.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
11-70-5609

Local 224, Los Angeles, California, and
Valley Copperstate System

O-T-R
Dispute

Case #SC-4-70-6264: On behalf of Louis J. Smeykal claims one-half hour on January 11, 1970, and one-half hour on January 15, 1970, total one hour terminal delay. Further information will be presented at the hearing.

Case #SC-4-70-6265: On behalf of Bob Kelly and all other drivers affected, claims terminal delay. Mr Kelly is claiming 30 minutes on February 7, 1970 in Los Angeles, 30 minutes on February 12, 1970 in Oakland, 30 minutes on February 17, 1970 in Los Angeles, 15 minutes on February 19, 1970. (These claims were denied by the Company on these dates). Total 2 3/4 hours. Further information will be presented at the hearing.

Cases #SC-4-70-6264 and #SC-4-70-6265.

JSC Motion: That these cases are companion cases to SC-4-(2)-70-5784 and are therefore referred to JWC to be heard as one. Motion Carried.

Southern California JSC September 16, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case #
 11-70-5622

Local 741, Seattle, Washington, and
 Pacific Intermountain Express

O-T-R
 Dispute

Local 741 protests P.I.E. bidding Humble Oil South area position and request Company cease and desist this bid until mutually agreed to by Local 741 and also Local 741 is requesting P.I.E. reimburse all senior drivers due to said illegal bid since July 1, 1970.

Case #2875(U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC August 19, 1970.

November, 1970 JWAC Action: M/m/s/c/ that the company and the Union sit down and work out a mutually agreed to bid and in the process attempt to work out the dispute over moneys lost. This committee will retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5652

Local 85, San Francisco, California, and
Matson Terminals

O-T-R
Dispute

Union claims that Matson Terminals ceased a portion of their operations, and subbed it out to Jones Stevedoring. That this resulted in loss of employment for three teamsters. Union requests that men retain their seniority.

Union claims that Company sold their equipment and layed off three Local 85 Teamsters and that Jones Stevedoring is handling this work.

Company ceased their old type of operation and disposed of the specialized equipment which they had been using. The Company severely curtailed its operations and moved to Oakland to load via Containers. The Company no longer needed three of the six teamsters they employed so they layed them off. No work which was previously done by Matson employees is now being performed by anyone.

Case #10-O-LD 5796.

Joint Council #7 Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
October 15, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case #
 11-70-5670

Local 224, Los Angeles, California, and
 Valley Copperstate System

O-T-R
 Dispute

Local 224 on behalf of Robert A. Kelley and all affected drivers,
 claims that the statement on their earnings is inadequate, and
 requests the Company to comply with the contract on this matter.

Case #SC-9-(6)-70-6696.

JSC Motion: That the statement of earnings are properly reflected
 in the checks presently issued by the Company.

Deadlocked Southern California JSC October 12, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5684

Local 150, Sacramento, California, and
California Motor Express

O-T-R
Dispute

Union claims runaround of 423 miles and 3 hours for
9-1-70 and 9-2-70 for Lloyd Meyers.

Case #CV-90-3164.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Valley JSC October 27, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
11-70-5697

Local 357, Los Angeles, California, and
Ringsby System

Interpre-
tation

Case #SC-8-70-7022: For and on behalf of Floyd Gire.
I worked on Memorial Day, May 30/70 which was a Saturday.
Saturday is a regular time and one-half day. Ringsby will only
pay 2 straight time days plus one day for the holiday. My under-
standing of the contract is that Saturday is a time and one-half
day and as the holiday came on Saturday, should have been paid 2
times time and one-half plus one day for the holiday which adds
up to 4 days pay. Ringsby will only pay 3 times or days. I
am requesting 8 hours in the amount of \$32.44.

Similar Cases:

Case #SC-8-70-7023: For and on behalf of: Floyd Gire.
Requesting 8 hours in the amount of \$36.24.

Case #SC-8-70-7024: For and on behalf of: William Oates.
Requesting 8 hours in the amount of \$33.60.

Case #SC-8-70-7025: For and on behalf of: William Oates.
Requesting 8 hours at \$37.68.

Case #SC-8-70-7026: For and on behalf of: Darrell Spendlove.
Requesting 8 hours in the amount of \$33.60.

Case #SC-8-70-7027: For and on behalf of: Willie Sanders.
Requesting 16 hours pay for two days - total amount of \$75.36.

Case #SC-8-70-7028: For and on behalf of: Eri Weidner.
I worked July 4/70. I understand that is a time and one-half day,
but the company said it is straight time. I am requesting 8
hours in the amount of \$37.68.

Cases #SC-8-70-7022/23/24/25/26/27/28.

JSC Motion: That these cases are deemed to be interpretive
matters under Article 52 and are therefore referred directly
to JWC for interpretation. Motion Carried.

Southern California JSC November 5, 1970.

November, 1970 JWAC Action: This committee retain juris-
diction and both sides be notified that they are expected to come
back in here and make a full record substantiating their
position as it pertains to past practice.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5698

Local 357, Los Angeles, California, and
Yellow Freight

Interpre-
tation

CASE #SC-8-70-7052 - For and on behalf of: Pascual Aguado.
I worked on May 30/70 for which I should have been paid
triple time, plus a day's pay. I was only paid double time
plus a day's pay. I am requesting a day's pay.

CASE #SC-8-70-7053 - For and on behalf of: Pascual Aguado
I worked July 4/70. The company agreed to pay thirty two hours
for that day but they refused to pay since the CTA told them
they only had to pay twenty four hours. I am requesting 8
hours pay.

CASE #SC-8-70-7054 - For and on behalf of: Mike M. Bonafede.
I worked on May 30/70 which should have been triple time, plus
a day's pay, which I was only paid double time, plus a day's
pay. I am requesting 8 hours pay.

CASE #SC-8-70-7055 - For and on behalf of: Mike Bonafede.
I worked July 4/70. The Company agreed to pay thirty two hours
for that day but they refused to pay since the CTA told them
that they only had to pay twenty four hours. I am requesting
8 hours pay.

CASE #SC-8-7056 - For and on behalf of: Joseph Laszaca.
I worked on May 30/70 for which I should have been paid triple
time, plus a day's pay. I was only paid double time plus a
day's pay. I am requesting 8 hours pay.

CASE #SC-8-70-7057 - For and on behalf of: Joseph Laszaca.
I worked July 4/70. The Company agreed to pay thirty-two
hours for that day but they refused to pay since the CTA told
them that they only had to pay twenty-four hours. I am
requesting 8 hours pay.

CASE #SC-8-70-7058 - For and on behalf of: S. C. Shoup.
I worked on May 30/70 which I should have been paid triple
time, plus a day's pay. I was only paid double time plus a
day's pay. I am requesting 8 hours pay.

CASE #SC-8-70-7059 - For and on behalf of: Stanley Shoup.
I worked July 4/70. The Company agreed to pay thirty-two hours
for that day but they refused to pay since the CTA told them
that they only had to pay twenty-four hours. I am requesting
8 hours pay.

CASE #SC-8-70-7060 - For and on behalf of: Harley Guisinger.
I worked July 4/70. The Company agreed to pay thirty-two
hours for that day, but they refused to pay since the CTA told
them that they only had to pay twenty-four hours. I am requesting
8 hours pay.

Case Numbers SC-8-70-7052/53/54/55/56/57/58/59/60.

JSC Motion: That these cases are deemed to be interpretive
matters under Article 52 and are therefore referred directly
to the JWAC for interpretation. Motion Carried.

Southern California JSC November 6, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5769

Pacific Motor Trucking Company, and
All Local Unions

MASTER
Interpre-
tation

The National Master Freight Agreement, Article 29, Section 2, provides in Paragraph 1 as follows:

"For each trailer or container placed on or delivered to, rail flat cars, birdy-back, fishy-back or barge operations the sum of five dollars (\$5.00) shall be paid into either the Pension or the Health and Welfare Fund as the Union may direct."

Section 3 of this Article provides as follows:

"This Article shall not apply to such operations as were in existence prior to December 31, 1955, but shall apply to any extension, addition, modification or any similar change (exclusive of increase in volume) in such prior operations."

Section 3 of Article 29 provides for an exemption from the payment of \$5.00 per trailer charge referred to in Section 2 to such operations which were in existence prior to December 31, 1955. Pacific Motor Trucking made use of Plan I Piggyback service during the year 1955 between points within California, also between points within Oregon, and also between points in California and points in Oregon.

In view of our use of Piggyback service during the year 1955 it would appear that PMT would be exempt from the payment of the \$5.00 charge on trailers currently being moved over the same routes that were in existence in 1955.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 58, Longview, Washington, and
2-71-5770 Inland Transportation Co.

Tanker
Dispute

On behalf of Stan Morrison who works off the Washington seniority board, we are protesting the fact that Howard Bacon, who works off the Oregon seniority board, is being dispatched ahead of Morrison, particularly on the days of October 20, 21, 22, and 23. We are requesting that the Company cease and desist this improper dispatch.

Case #3017 (U).

JSC Motion: That since two Joint Council Areas are involved, this case is referred to the J.W.A.C. for decision. Motion Carried.

Washington JSC December 16, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Motor Trucking Company
2-71-5771

Master Locals involved: 70, Oakland, California
Dispute 315, Martinez, California
490, Vallejo, California

Under Article 6, Section 1, of the National Master Freight Agreement, Pacific Motor Trucking Company is requesting relief. Said relief being the changing of established pay day in the three terminals located in Local 70, 315 and 490's jurisdiction from Thursday to Friday. This change is requested for the following reason:

- (1) Entire system payroll comes from San Francisco General Office and with the increase in Pacific Motor Trucking Company's overall payroll, it has become extremely difficult to continue to meet the Thursday payday in the three terminals. Out of the 77 terminals operated by Pacific Motor Trucking Company these are the only 3 which have a Thursday payday.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5772

Local 81, Portland, Oregon, and
Garrett Freightlines

O-T-R
Dispute

Local 81 is protesting the denial of a runaround claim for
R. W. Stedman who was not dispatched on a Portland to Los
Angeles run on September 4, 1970.

The Union contends that on September 4, 1970, the Company
sent a dock man on a trip to Los Angeles and did not send extra
board man Stedman out on the run. The Union contends that
a man may go out after he has had six trips if the board is exhausted.

The Company contends that on the day in question, September
4, 1970, they had permitted too many men to lay off for the
Labor Day weekend. The dispatcher went down the seniority
list and on having Mr. Stedman with six trips, three men
not available, two sick, and three laid off, simply did not
have enough men to cover the board and used a dock man
instead of hiring a casual.

Case #1800.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC November 2, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-71-5773 O.N.C. Motor Freight System

O-T-R
Dispute

The Union contends that on November 3, 1970, the Company dispatched Seattle extra board driver Woodley from Portland via Yakima - Kennewick and back to Seattle via Portland. The Union contends that the Portland extra board was not exhausted and the dispatch of the Seattle driver was not sending a man north to his home terminal but east. The Union is asking for a runaround claim for Robert Hall who should have been dispatched out ahead of Woodley.

The Company contends that they denied the claim because it is not a violation of the dispatch rules to send the Seattle extra board driver out ahead of a home domicile extra board driver. The Company has the right to dispatch their drivers out in the direction of their home terminals and that is what they did in this case.

Case #1837.

JSC Motion: That the runaround claim be denied.

Deadlocked Oregon JSC December 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 81, Portland, Oregon, and
 2-71-5774 Ringsby Pacific Ltd.

O-T-R Local 81 is in dispute with the Company over their refusal of a
 Dispute runaround claim of Donald Berry.

The Union contends that on November 3, 1970, Don Berry was called to work and then later called back and told not to come in because a Seattle man would be taking the run out instead.

The Company contends that neither Seattle or Portland have bid runs and the Company had the right to send either man north.

Case #1828.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC December 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5775

Local 81, Portland, Oregon, and
United-Buckingham Freightlines

O-T-R
Dispute

Local 81 is protesting the dispatch of Gene Henderson on August 5, 1970. Mr. Henderson's original dispatch read Blaine-Portland via Bellingham and Seattle, then on arrival in Seattle, they changed the dispatch orders and sent him to Yakima.

The Union contends that Mr. Henderson was originally dispatched from Blaine-Portland via Bellingham and Seattle, and on arrival in Seattle was dispatched to Yakima. The Union contends that the Company cannot change a closed in dispatch and the man be paid for two divisions rather than mileage.

The Company contends that they have no rule to the effect that they cannot change a dispatch. The Company feels that they dispatched the man correctly.

Case #1788.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC November 2, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and
2-71-5776 Navajo Freight Lines, Inc.

O-T-R
Dispute

Jack Laird and Kenneth Henry are asking to be paid for 12 hours to each which they contend was runaround and/or abuse of free time in Fort Wayne, Indiana. Laird and Henry were dispatched from Los Angeles to Fort Wayne arriving there at 12:51 on 8/21/70. When they arrived they found the Company had re-dispatched a team (Cartwright and Smith) from Kansas City into Fort Wayne who arrived there ahead of Henry and Laird. The Company had only one load available and this they gave to Cartwright and Smith, causing Henry and Laird to have to lay over 18 hours, of which the Company paid them for 6 hours.

It is the position of Local 180 that the Company is not supposed to re-dispatch a team out of Kansas City east, except for an overflow load back to Los Angeles. There being no overflow load in Fort Wayne when they arrived the load belonged to Laird and Henry. Therefore, Henry and Laird are entitled to be paid for 12 hours to each.

Case #SC-11-(10)-70-7448.

JSC Motion: That based on the facts presented, in the absence of a dispatch rule pertaining to the East Board, the claim of the Union be denied.

Deadlocked Southern California JSC January 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5777

Local 180, Los Angeles, California, and
T.I.M.E., DC., Inc.

O-T-R
Dispute

Local 180 takes the position that Robert Galvin is entitled to be compensated for a complete round trip from Los Angeles to Desert Center and return (\$50.49). On 7-15-70 Trailer #4479 was dispatched out of Los Angeles to Phoenix pulled by a Denver sleeper team. The freight on this trailer was destined for Atlanta. Galvin who was on a hold-down for a regular Desert Center bid run was cancelled out and did not get out on the above date. It is the position of the Union that Galvin was entitled to this load as he was acting as a regular bid man and he should not have been cancelled out with a load available to be pulled over his regular route.

Case #SC-10-70-7450.

JSC Motion: That based on Multi-Conference Change of Operations Case #144 of 9-9-69, the claim of the Union be allowed.

Deadlocked Southern California JSC December 9, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
2-71-5778

Local 208, Los Angeles, California, and
O.N.C. Motor Freight System
California Motor Express
Delta Lines
Eagle
Hopper Truck Lines

Master
Dispute

For and on behalf of: Deloy Harvey, et al.

The Company has sold certain California freight rights to the above companies. We contend that O.N.C. did not comply with Article 1, Section 3 (National Master Freight Agreement) and that the above company failed to comply with Article 5, Section 3 and Article 1, Section 3, (National Master Freight Agreement). The position of Local 208 is that the company be compelled to comply and that the company be required to compensate all laid-off employees.

Case #SC-4-(2)-70-5635.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC December 10, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5779

Local 224, Los Angeles, California, and
Illinois - California Express

O-T-R
Dispute

Local 224 on behalf of James Gragg protests his position on the
seniority list as posted by the Company.

Case #SC-5-70-6550.

JSC Motion: That based on the facts presented, J. Gragg's
seniority date for all purposes is July 26, 1960.

Deadlocked Southern California JSC December 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, and
2-71-5780 Milne Truck Lines

O-T-R Local 224 on behalf of all line drivers employed at Milne
Dispute Truck Lines requests the committee to instruct the Company
to continue paying cab fare at Las Vegas, Nevada.

The Company has discontinued paying same.

Case #SC-11-(10)-70-7428.

JSC Motion: That based on the facts presented, the claim
of the Union be allowed.

Deadlocked Southern California JSC January 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, and
2-71-5781 Pacific Intermountain Express

O-T-R Case #SC-11-70-7593: Local 224 on behalf of Raymond
Dispute V. Corn claims two hours layover pay on 9-1-70. Mr. Corn
laid over 14 hours. Company refuses to pay claim.

Case #SC-11-70-7594: Local 224 on behalf of Raymond
V. Corn and all other affected members, requests the committee
to instruct P.I.E. to comply with Article 49, Section 1 (c) of
the Western States Area Over-The-Road Supplement.

Cases #SC-11-70-7593 and 7594.

JSC Motion: That based on the facts presented, the claim
of the Union be allowed.

Deadlocked Southern California JSC January 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, and
2-71-5782 Ringsby Truck Lines, Inc.

O-T-R Local 224 on behalf of Andrew H. Rodgers, Jr. and all other
Dispute affected drivers, claims runaround. Ringsby Truck Lines is
using piggyback when drivers are laid off. Factual case will
be presented at the hearing.

Case #SC-11-(9)-70-7134.

JSC Motion: That based on the facts presented, the claim
of the Union be allowed.

Deadlocked Southern California JSC January 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, and
2-71-5783 T.I.M.E., DC., Inc.

O-T-R Local 224 on behalf of Gerald Heinz claims runaround on
Dispute 7-24-70 when the Company penalized him 100 hours. Mr. Heinz
claims the Company dispatched improperly.

Case #SC-11-(9)-70-7139.

JSC Motion: That based on Rule #24 of the Dispatch Rules,
the claim of the Union be denied.

Deadlocked Southern California JSC January 15, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, and
2-71-5784 Valley Copperstate

O-T-R Local 224, on behalf of Maurice Riganti, claims 1 3/4 hours
Dispute pay for time consumed going from the Montebello terminal to
the Los Angeles airport and also from Sacramento airport to
the Sacramento terminal.

Case #SC-10-70-7433.

JSC Motion: That based on the facts presented, the claim of
the Union be allowed.

Deadlocked Southern California JSC December 8, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, and
2-71-5785 Pacific Motor Trucking

O-T-R
Dispute

Case #SC-9-70-7130: Local 224 on behalf of William Pike
claims shortages of one hour for check stops on 7-7-70
(1/2 hour outbound and 1/2 hour inbound).

Case #SC-9-70-7132: Local 224 on behalf of William Pike
claims pay shortages for check time on 7-5-70, 7-6-70, and
7-8-70, and 7-9-70, a total of two hours.

Cases No. SC-9-70-7130 and 7132.

JSC Motion: That based on JWC 8-9-4701 and JWC 2-70-5073,
the company has a guaranteed one-half hour fuel and check time
for each trip and any time in excess of one-half hour for fuel
and check time must be itemized in order to be payable.

Deadlocked Southern California JSC December 2, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 224, Los Angeles, California, and
2-71-5786 Walkup's Merchants Express

O-T-R Local 224 on behalf of all Local 224 bid drivers employed by
Dispute Walkup's Merchants Express protests the fact the Company
unilaterally abolished all the bid starting times at the Montebello
terminal effective as of March 16, 1970.

Case #SC-4-70-6276.

JSC Motion: That based on the facts presented, the claim of
the Union be upheld.

Deadlocked Southern California JSC December 14, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5787

Local 542, San Diego, California
Local 224, Los Angeles, California, and
Cal-Canadian

MASTER
Dispute

The Company has failed to grant the pay raises or holiday pay to the employees of Cal-Canadian Motor Express. This is filed on behalf of all employees. Specifically, Samey Williams who, through July 10, 1970 is due \$175.98 in back wages. We are requesting a search of records in this case.

Case #SC-8-70-6894.

JSC Motion: That this company is under contract with the Local Unions that have filed the grievance, therefore, this case is properly before this committee.

Deadlocked Southern California JSC November 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 287, San Jose, California, and
2-71-5788 Coast Oil Company

O-T-R
Dispute

Union claims runaround for grievant when he was placed on layoff and the Company used commissioned agents to perform work. Grievant (Van Arsdale) was laid off November 10/70; the Company sold the truck he had been driving on November 20/70. The Union claims that commissioned agents were delivery merchandise to customers formerly serviced by the grievant.

Company claims they had two seniority drivers, there was only sufficient work for one driver. The grievant was the junior man. The commissioned agents were salesmen working on commission basis, they sold and delivered the product to the Company.

Case #12-0-CB-3714.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Bay JSC December 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 313, Tacoma, Washington, and
2-71-5789 O.N.C. Motor Freight System

Interpre- Disputing the right of the Company to change bids at their
tation convenience (80%). The right of the Company to change twenty
percenters in the middle of the week. Request difference in pay
for four men: Brumstad, Olson, Wissinger and Weston.

Case #3021 (U).

JSC Motion: That this factual case is referred to the JWAC
for an interpretation of whether when twenty percenters are laid
off during the week the employer does or does not have the right
to reassign the remaining 80%'ers, including bid men to a
different start time and/or classification. Motion Carried.

Washington JSC December 16, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 315, Martinez, California, and
 2-71-5790 Telfer Tank Lines

Tank-Truck Union claims violation of Company money board. Union and
 Dispute Company have agreement of difference of \$100.00. Union read
 letter of Buckley's to Union and letter of Telfer to Buckley.
 Buckley testified he had earnings listed for August, September,
 October, and entered into evidence. Buckley read stipulated
 decision in Case T-20-1665.

Company states claim for difference in pay was refused because
 he had asked to be off on 8-10-70 and had he worked, he would
 have earned around \$65.00. Company claims Buckley had many
 times refused to work Saturdays and had he done so his wages
 would have been higher. Company stated reason for stipulated
 agreement was actually to prevent the Company using leasors.

Case #T-110-1907.

JSC Motion: That based on the evidence presented, specifically
 the sworn statement that Buckley refused Saturday work and the
 fact that Buckley admitted to requesting August 10th off, the claim
 of the Union is denied.

Deadlocked California-Arizona-Nevada Joint State Tank Committee
 November 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5791

Local 357, Los Angeles, California, and
Pacific Motor Trucking

MASTER
Dispute

For and on behalf of: Birgil Hemrick.

My birthday was April 8, 1970. PMT has not paid for my birthday as I am entitled to by the new contract. I asked about it but was told that they would not pay me for it unless I filed a grievance. I am claiming a day's pay in the amount of \$36.64.

Case #SC-9-70-7075.

JSC Motion: That based on the fact that the employee's birthday occurred on April 8th and the birthday holiday was ratified on May 18th, the filing of the Local Union on July 24 is untimely under Article 45, Section 1 (h).

Deadlocked Southern California JSC November 30, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5792

Local 357, Los Angeles, California, and
Pacific Motor Trucking

MASTER
Dispute

For and on behalf of: P. J. Finneran

I worked 4 hours on April 1, 1970, my birthday, which according to the contract is paid at double time, also 8 hours pay in lieu of holiday is also in said contract. I am requesting 12 hours in the amount of \$53.22.

Case #SC-9-70-7077.

JSC Motion: That based on the fact that the employee's birthday occurred on 4/1/70 and the birthday holiday was ratified on 5/18/70, the filing of the Local Union on 8/4/70 is untimely under Article 45, Section 1 (h).

Deadlocked Southern California JSC November 30, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 386, Modesto, California, and
 2-71-5793 Fairbanks Trucking Inc.

Interpre-
 tation

<u>MEMBER'S NAME</u>	<u>DATE OF HIRE</u>
Renteria	2-27-69
M. Morris	5-16-69
R. Murry	5-16-69
J. Loyd	5-23-69
R. Hanchett	5-23-69
E. Perreira	6-17-69
T. Olinares	6-26-69
J. Lee	6-26-69

Company claims that under the contract these men are to receive one (1) week's vacation.

<u>MEMBER'S NAME</u>	<u>DATE OF HIRE</u>
L. Cheatham	7-17-69
J. Huff	7-17-69
J. Jones	7-21-69
C. Britt	7-24-69
B. Alexander	8-5-69

Company claims that these five employees will receive two week's vacation.

It is the Union's position that if the above group of eight men are still on the Company payroll after July 1, 1971 and take their vacation after 7-1-71, they are entitled to two weeks vacation pay.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5794

Local 386, Modesto, California, and
Yolo Transport

O-T-R
Dispute

Union claims pay for 7 men when Company failed to dispatch them.

Union claims the 7 drivers reported to work on this particular day and because of a labor dispute at cannery, the Company did not put to work. Union entered time claimed. Union claims Company agreed to pay it and later refused.

Company claims men are dispatched the night before and when they showed up for work refused to cross the picket line. Men did go to work after picket line withdrawn.

Case #CV-100-3189.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked California Valley JSC December 22, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 431, Fresno, California, and
2-71-5795 Santa Fe Transportation

O-T-R Union claims time for Barnes when south bid man was used to
Dispute run north run.

Union claims they have a bid run South and a rotating board going North. An L.A. extra board man took the L.A. run and the bid man took the North run on an extra. Union contends this violates bid run South and the North man is the one claiming. This is a three and two South bound bid.

Company claims when the L.A. bid run is cancelled, the man is put to the top of the extra board and pulls the extra North runs. Flow of traffic has changed and not much South bound traffic.

Case #CV-110-3234.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC December 22, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
2-71-5796 All-Trans Express

MASTER Company is paying line scale on certain runs, claims is true
Dispute short line and should be paid as such.

Company contends they are being penalized unfairly, and that
the true scale should be short line.

Case #11-0-CB-3685.

JSC Motion: That based on the facts presented in this case,
the panel recognizes a need for relief and the case is moved to the
Joint Western Area Committee for a final decision based on
Article 6 of the National Master Freight Agreement.
Motion Carried.

California Bay JSC December 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
2-71-5797 Consolidated Freightways

O-T-R
Dispute

Team of Edwards and Dryski called for Chicago trip at 2200. Dryski passed, due to illness. Instead of calling an extra driver the Company paired Edwards with one of the drivers on a team that had been called for 2400. The grievant was top man on the extra board. It is the position of the Union that he should have been called to replace Dryski on the Chicago sleeper. (Grievant's name is Howard Heglen). Instead he was dispatched to Salt Lake City. Union claims two hours runaround and difference in pay between the Salt Lake City and Chicago trips.

Company contends grievant had not had eight hours off at 2200. There was no loss of earnings for the period because the grievant was turned back to Minneapolis on his return from the Salt Lake City trip.

Case #11-0-CB-3675.

JSC Motion: That based on the dispatch procedures, Helgren shall be paid two hours.

Deadlocked California Bay JSC December 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 483, Boise, Idaho, and
2-71-5798 United-Buckingham Freightlines

O-T-R The Union, on behalf of Boise-domiciled extra board line driver
Dispute Stan Hart (presently on layoff) claims runarounds on the following
dates:

August 20/70 - Portland-based driver ran to Boise, then out of
Boise to Spokane via Pasco.
August 31/70 - Portland-based driver Penniger run from Portland
to Boise, then also on August 31/70 run Boise to Spokane via
Pasco, Washington .
September 2/70 - Spokane-based driver Hagen run Spokane to
Boise, andalso ran Boise to Portland.
September 10/70 - Portland driver came to Boise and back on
same date to Spokane via Pasco.
September 24/70 - Portland to Boise and Boise to Pasco, Moses
Lake.

It is the Union's position that on each of the dates claimed, foreign
domiciled extra board drivers arrived in Boise and when their
rest periods were up they were dispatched out of Boise to points
other than their home domiciles, and that on each of the dates
driver Hart was not offered employment.

The Company challenged the timeliness of the Union's claim for
August 20th, pointing out that the grievance was not filed with
the committee until October 10th. The Chair ruled that the claim
for that day was untimely.

With regard to the balance of the claims, the Company contends
(1) that the bid Boise drivers were protected on the dates in
question; (2) that the correct order of dispatch out of Boise is
1st, away from home bid men; 2nd, domiciled bid men; 3rd, away
from home extra board drivers; and 4th, domiciled extra board
drivers; and that in each instance the away from home extra board
drivers were entitled to work ahead of Boise extra board driver
Hart; (3) that there was no Portland extra board man in Boise on
September 24th as claimed by the Union; (4) that on each of the
days in question, driver Hart was employed by another carrier.

Case #1885 (Nov. 70-1).

JSC Motion: That the Union's claims be upheld.

Deadlocked Utah-Idaho JSC December 8, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 495, Los Angeles, California, and
2-71-5799 Transport Cartage

Automotive Local 495 on behalf of Robert Trejo claims 6 hours pay at
Dispute the premium rate when on August 13, 1970, a junior man
worked in his stead.

Case #SC-11-70-7583.

JSC Motion: That based on the facts presented, the claim
of the Union be denied.

Deadlocked Southern California JSC January 14, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 692, Long Beach, California, and
2-71-5800 Consolidated Freightways - Cartage and Container Division

O-T-R On October 5, 1970 at 6:25 P.M. a Specialties Transport Systems
Dispute truck #592, License No. X-60207, Trailer #364, License WK-1338,
Cal Permit No. T-78297, took a load of 36 drums, 200 cases
from the Texaco Refinery in Wilmington, California to Hollister,
California. This load was leased from Consolidated Freightways
Cartage and Container Division. According to past practice all
surplus line loads are to be hauled by local drivers by seniority.

Local 692 is claiming pay for D. L. Rising.

Case #SC-11-70-7498.

JSC Motion: That based on the facts presented, the most senior
man on layoff be compensated for a Hollister trip, and the claim
of D. L. Rising be denied.

Deadlocked Southern California JSC January 11, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 692, Long Beach, California, and
2-71-5801 McKeown Transportation

O-T-R On Sunday, August 16, 1970, dispatcher called Ray Duprey's
Dispute daughter and asked if she would get in touch with him to go to work.
She told him to call in. Mr. Duprey called and company and
dispatcher told him he had covered the run. West Simpkins
from Fontana had been brought in to do the work. We are claim-
ing pay for Mr. Duprey for all hours worked by Mr. Simpkins
on that date.

Case #SC-10-70-7474

JSC Motion: That based on the facts presented in this part-
icular case, the claim of the Union be allowed.

Deadlocked Southern California JSC December 9, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5802

Local 741, Seattle, Washington, and
Garrett Freight Lines

O-T-R
Dispute

Requesting 2 1/2 hours pay for George Mulhair when the
company dispatched a Portland extra driver out of Spokane
after 8:00 P.M. on 10/5.

Case #2999 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC November 18, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5803

Local 741, Seattle, Washington, and
Ringsby

O-T-R
Dispute

Under Article 53, Section 3 (e) of the WSA. Over-The-Road Supplement, Local 741 requests runaround pay from the Ringsby System for Gordon Parker, when on two occasions September 14 and 16, 1970, a Portland bid driver who ran Portland-Wenatchee and laid, after layover returned to Portland via Seattle with a drop and pick in Seattle.

Case #2948 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC November 18, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5804

Local 741, Seattle, Washington, and
United-Buckingham Freightlines

O-T-R
Dispute

Company violated all precedents and dispatch rules by sending Portland-Blaine bid man via Stevens Pass to Wenatchee and Spokane. Company claims they do not have to consult anyone other than I.C.C. when they wish to operate new runs. Union can prove company has gone through change of operations when asking for new runs in the past. Now they completely ignore the Unions and the contract. Full particulars to be available at the February JWAC.

Case #2983 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC November 18, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
** * * * * *

Case # Local 839, Pasco, Washington, and
2-71-5805 Lee & Eastes Tank Lines
Inland Transportation
Consolidated Freightways Tank Lines

Tanker The Union's position in the six listed cases is that the drivers
Dispute were improperly paid while on stand-by in the Wenatchee area
and Ardenboir area during the fire season and were at no time
effectively released from duty. The Companies involved leased
their equipment to the Federal Government who had the control
of said equipment and drivers during this period of time. The
drivers were expected to be available 24 hours a day to move the
equipment up on the request of the government man in charge and
on many occasions they were called out of their sleeping bags
and/or motel rooms to move the equipment. These cases were
heard jointly by agreement of the parties involved.

Cases #2994 (U), 2995, 2996, 2997, 3000 and 3001 (U).

JSC Motion: The claim of the Union be upheld.

Deadlocked Washington JSC December 16, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5806

Local 856, San Francisco, California, and
California Trucking Association (Companies Represented)

MASTER
Dispute

Union claims that swing shift and graveyard shift people should have the overtime rate based on the 10% premium rate just as other Teamster classifications do.

Case #12-0-CB-3745.

JSC Motion: That under the provisions of Article 2 (5) National Master Freight Agreement this case is referred directly to the Joint Western Area Committee. Motion Carried.

California Bay JSC December 15, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
2-71-5807 Pacific Intermountain Express

Master Paul E. Dillow states: I received a letter of furlough from
Dispute P.I.E. dated November 3, 1970 to be effective October 31, 1970.
This letter states the furlough is due to lack of business. I feel
this layoff is unjust due to the fact in the past 30 days, I grossed
\$787.73. I was off a week due to a death in the family. I request
to be returned to work immediately, as this layoff is not warranted
and is in violation of Article 5, Section 4.

Case #26.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC December 16-18, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
2-71-5808

Local 961, Denver, Colorado, and
The Ringsby System

O-T-R
Dispute

E. R. Bruns and A. T. Elwess state: Marked off for off route fuel time. There is no fuel man in LA Acter at 10:00 P.M. We cannot get fuel at the terminal. We are instructed to fuel at Texaco truck stop in Colton which is 1/2 mile off route.

It takes at least 1/2 hour to go to fuel stop to fuel, and then return to regular route. Claim 1/2 hour at \$4.37 per hour.

Case #24.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC November 4-6, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
2-71-5809 Santa Fe Trail Transportation Co.

O-T-R Billy J. Simpson states: The driver on Schedule 204, home terminated
Dispute in Pueblo was on vacation. I was first out and should have pulled
this schedule which goes on duty at 3:00 P.M. but I was held
until 8:15 P.M. to pull an extra south. Therefore I am claim-
ing 5 1/4 hours runaround time.

Case #28.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 6, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
2-71-5810 Santa Fe Trail Transportation Co.

O-T-R
Dispute
Bruce Littreel states: I arrived at Pueblo November 13/70 and off duty 4:15 A.M. November 13, 1970. I was not dispatched until 9:00 A.M. November 14/70. I claim 8 hours layover pay. I was not assigned to the Pueblo board. I was only there temporarily due to another driver being off sick. Anytime this has happened in the past, the driver has always been paid for all time spent.

Case #48.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC December 16, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
2-71-5811 T.I.M.E., DC. Inc.

Automotive
Dispute

Manuel Montoya states: I wish to have my days off changed to those that a younger man, classification wise has. My present days off are Friday and Saturday; Mr. Cato has Sunday and Monday. I was not offered the other days off.

Case #28.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC November 4-6, 1970.

DISCHARGES AND WARNING LETTERS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5693

Local 208, Los Angeles, California, and
Cuz Transportation, Inc.

Discharge

James Yates claims that his discharge of August 25, 1970 is unfair and unjust, asks that he be returned to work with full seniority and all back pay.

Case #SC-9-70-7237.

JSC Motion: That based on the letter from Cuz Transportation dated 10/23/70, the case is improper before this committee.

Deadlocked Southern California JSC October 29, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
2-71-5812 Santa Fe Trail Transportation Co.

Discharge LeRoy Masztaler protesting discharge letter issued December
29, 1970.

Case #68.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 6, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-71-5813 Garrett Freightlines

Discharge Local 81 is protesting the discharge of Donald Smith by Garrett
Freightlines on December 30, 1970.

The Union contends that on December 30, 1970, the day in question, Donald Smith did call the company and spoke to a Mr. W. D. Scarim concerning his not being able to make it to work. The Union has a statement from Mr. Scarim to the effect that Mr. Smith did call stating he was ill. The Union feels that since Mr. Smith has been with the Company since April 28, 1954, a termination is too severe.

The Company contends that on December 30, 1970, Donald Smith failed to show up for his start time at 0400 hours. The man has been warned in the past and has a warning letter to this effect. The Company felt the man had been warned and they had no other recourse but to let the man go.

Case #1839.

JSC Motion: That the termination be upheld.

Deadlocked Oregon JSC January 4, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-71-5814 Delta Lines

Discharge Local 208 on behalf of Julian Reeves protests termination of
11-17-70. Request that he be returned to work with no loss of
seniority and compensated for all time lost.

Case #SC-12-70-7655.

JSC Motion: That based on the facts presented, the discharge
be sustained.

Deadlocked Southern California JSC December 17, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5815

Local 208, Los Angeles, California, and
Yellow Freight System

Discharge

Dennis Love protests his termination notice dated September 2, 1970 and asks to be returned to work with full seniority and all monies due him.

Case #SC-9-70-7294.

JSC Motion: That based on the facts presented the man was improperly terminated and should be returned to work on his next regular shift with full seniority and compensated for all time lost.

Deadlocked Southern California JSC December 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-71-5816 I. M. L. Freight Inc.

Discharge

Salt Lake City-domiciled line driver Donald Dean Staveley was discharged effective October 27, 1970 for refusal to accept a call and be available for work on October 24, 1970. He has prior warning notices in effect for the same offense dated April 17, 1970, and June 29, 1970.

The Union contends the discharge is too severe; that the driver had personal business to attend to, including a court appearance, and under the circumstances was justified in refusing the call.

Case #1891 (Nov. 70-7).

JSC Motion: That the employee be returned to work as of January 1, 1971 without loss of seniority, but without back pay or earnings in the interim period.

Deadlocked Utah-Idaho JSC December 8, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5817

Local 357, Los Angeles, California, and
California Motor Express

Discharge

For and on behalf of: R. Garcia.

Complaint of Garcia: "I am filing this complaint as I was terminated before my 30 days were completed. I feel the company is circumventing the agreement that was made with the Local Union (357), O.N.C. and C.M.E. regarding the acceptance of employees coming from O.N.C. I am not the only one terminated that way and I feel it is a subterfuge. I request to be reinstated and paid for all time lost."

Case #SC-4-70-6159.

JSC Motion: That based on the facts presented, R. Garcia was properly dropped as a probationary employee.

Deadlocked Southern California JSC December 1, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-71-5818 California Motor Express

Discharge For and on behalf of: Frank Palminteri.

On 2-4-70 I was called on the phone to come to C.M.E. for work by the Personnel Office, Miss Alley. On February 5, 1970, I went down to C.M.E. and filled out an application for work. Then I went down to the doctor for a physical. The examination was a normal one given by company doctors. There was an application I also filled out at the doctor's office stating my illness and broken bones and if I ever collected workman's compensation. I stated 'Yes' to broken bone and 'Yes' to workman's compensation. There was no examination or x-rays taken by this doctor that examined me for the broken bones which I claimed in the application I filled out in his office. This broken bone occurred while I was on the job at ONC in April, 1964 to my right ankle. I was off work at ONC for 5 1/2 months. Then I was released by the doctors to go back to work. I worked in the yard at ONC for 5 years since the injury and my work has been highly approved. On February 6/70 I went to the office at CME and was told by the Personnel Manager that I did not pass the examination given by CME doctors. She said the reason that I did not pass was because of my injury and that I will not be able to do the work at CME.

I feel that CME has taken discriminatory attitude toward me in this case. I am capable of doing this work at CME. I claim all time lost to me from February 5, 1970. CME violated the ONC, Delta and CME memorandum of understanding dated December 5, 1969.

Case #SC-4-(3)-70-6064.

JSC Motion: That based on the facts presented, Frank Palminteri's seniority date with C.M.E. be established as 2/6/70 and that he be compensated for all time lost.

Deadlocked Southern California JSC December 1, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-71-5819 California Motor Express

Discharge For and on behalf of: Carl Stanoyevic.

"On the evening of 1-23-70 I received a messeage by phone to call CME for a job as a yard hostler. On 1-26-70 I reported to CME, filled out the application and was told I would be hired as a new hire. I went to the Company doctor for my physical. They said I passed except that I had the flu and referred me to my doctor. On 1-27-70 I went to my doctor and he said I had a slight temperature and released me for work for 2-2-70. On 2-2-70 I went to the Company doctor and was told I still had a fever and to see my own doctor. On 2-4-70 I again went to my doctor and he said my temperature was normal 98.8 and released me for work. On 2-5-70 I again went to CME's doctor and was told I still had a temperature. I told the doctor that I had just been to the doctor and had a release. I then went to CME and waited and finally saw the Personnel Manager. She, Ann Alley, then told me that they could not hire me because of an industrial injury, 7-31-59, and that the work was too much for me to do.

Since on my application I listed my injury and that I did not try to hide any injury or defect, if this runaround to the company doctor for an excuse not to hire me was not a pretence, I don't know what to call it.

I feel that CME has taken a negative attitude and has in reality discriminated against me. I therefore feel that I should have been hired on 1-26-70 and claim compensation from that date.

CME violated the ONC, Delta and CME Memorandum of Understanding dated December 5, 1969.

Case #SC-4-(3)-70-6063.

JSC Motion: That based on the facts presented, Carl Stanoyevic's seniority date with CME be established as January 26, 1970 and that he be compensated for all time lost.

Deadlocked Southern California JSC December 1, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-71-5820 Delta Freight Lines

Discharge For and on behalf of: Lee R. Flores.

"I was called on the phone 1-29-70 to report for an interview and fill out an application at Delta Transportation. I went in the office on 2-2-70 to fill out the application and went to take a physical on 2-3-70 from the company doctor located at 5801 E. Washington Blvd. , the driver testing center. I stated that I had injured my back about two years ago at ONC and that it is all right now. The examination report shows by the doctor "pulled back muscle 2 years ago; OK now, good motion, no loss." I state this, that if I had to work at ONC since this minor injury occurred, and that the doctor had released me to go back to work, that Delta Transportation had no right to reject me because of this. I believe that Delta is being discriminatory towards me and that I claim all time loss to me since I put in my application on February 2, 1970."

Case #SC-4-(3)-70-6072.

JSC Motion: That based on the facts presented, Lee Flores' seniority date with Delta be established as 2/2/70 and he be compensated for all time lost.

Deadlocked Southern California JSC December 1, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5821

Local 357, Los Angeles, California, and
Transport Cartage & Distributing Co.

Discharge

Complaint by Ferrall: I, Adolpho Ferrall, SS #552-56-9291, a member in good standing in Local 357, IBT, do hereby protest my termination from Transport Cartage on November 5, 1970. The termination notice stated "voluntary quit, failed to complete work shift, clocked out and left premises without being relieved by foreman on November 4, 1970."

Case #SC-12-70-7711.

JSC Motion: That based on the facts presented, the man did not voluntarily quit his job and should be returned to work on his next regular shift with full seniority and compensated for all time lost.

Deadlocked Southern California JSC December 18, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 692, Long Beach, California, and
2-71-5822 Paxton Trucking

Discharge Local 692 protests the discharge of our member, Marion L. Cox, alleged to be a voluntary quit. It is our position that Mr. Cox did not quit his job at Paxton Trucking. We ask that he be returned to work with full seniority and be compensated for all time lost, including fringe benefits.

Case #HSO-12-70-174.

JSC Motion: That Marion Cox be returned to work with full seniority and compensated for all time lost and fringe benefits.

Deadlocked Southern California JSC December 10, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5823

Local 741, Seattle, Washington, and
Northern Pacific Transport

Discharge

Requesting Northern Pacific Transport return Hans Goettsche to work and place him on seniority list and pay all time lost since 12/1/70 due to Company's improper termination.

Case #3019 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC December 16, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5648

Local 468, Oakland, California, and
Transcon Lines

Warning
Letter

Gerald Cohen was issued a warning letter on June 10, 1970
for preventable accident.

The grievant was driving correctly and the camper truck that
was involved in this accident went through a stop sign, and
the driver of said camper was cited by the C.H.P. for unsafe
operation.

The Employer contends that the employee was operating his
equipment in an unsafe manner or he should have been able
to control his vehicle in such a manner as to have stopped in time
to avoid the impact with the camper.

Case #7-0-CB-3526.

JSC Motion: That the warning letter is sustained.

Deadlocked California Bay JSC July 21, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5650

Local 741, Seattle, Washington, and
Sea-Land Freight Service

Warning
Letter

Protest warning notices issued on May 25 and May 26th concerning
incidents occurring on May 20, 1970 to the following employees:

Robert L. Ennis
Rex L. Cook
Jack B. Coffin

Dennis J. Raymond
Marvin N. Kinunen
Melvin Gredig

Case #2805 (U).

JSC Motion: That based on Article 3, Section 4 of the
National Master Freight Agreement, the warning notice be
withdrawn.

Deadlocked Washington JSC July 15, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 468, Oakland, California, and
11-70-5679 T.I.M.E., D.C. Inc.

Warning Warning letter dated March 17, 1970 in the name of Jessie
Letter D. Butts.

Case #4-0-CB-3401.

JSC Motion: That the warning letter be upheld.

Deadlocked California Bay JSC October 19, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
11-70-5680 Transcon Lines

Warning Warning letter dated September 10, 1970 in the name of
Letter Paul A. Cormier.

Case #10-0-CB-3633.

JSC Motion: That the warning letter is sustained.

Deadlocked California Bay JSC October 19, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-70-5691

Local 468, Oakland, California, and
T.I.M.E., DC. Inc.

Warning
Letter

Jessie Butts issued warning letter for being involved in preventable accident. The driver was in heavy traffic and could not keep proper distance between his vehicle and the one in front of him.

The Company contends any rear ender is a preventable accident, the man was not paying sufficient attention to the vehicles in front of him, and could not stop in time to avoid ramming same when vehicle in front stopped suddenly.

Case #CB-4-0-3401.

JSC Motion: That the warning letter is upheld.

Deadlocked California Bay JSC October 19, 1970.

November, 1970 Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5824

Local 17, Denver, Colorado, and
Garrett Freight Lines

Warning
Letter

Robert L. Hill protests the warning letter of December 10,
1970 as unjust.

Case #46.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 6, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5825

Local 17, Denver, Colorado, and
Garrett Freight Lines, Inc.

Warning
Letter

Robert Hill protests warning letter of December 2, 1970
as unfair.

Case #50.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 6, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5826

Local 17, Denver, Colorado, and
Garrett Freight Lines

Warning
Letter

Raymond Leach protests warning letter as unfair. Letter
dated December 11, 1970.

Case #63.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 6, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5827

Local 17, Denver, Colorado, and
The Ringsby System

Warning
Letter

Local 17 is protesting the letter received October 15, 1970.
Local 17 is also asking that no warning letters or reprimand
letters be given to any members of Local 17 working at Ringsby
dock at Denver, until this letter can be worked out with the parties
involved.

Case #72.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC November 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 57, Eugene, Oregon, and
2-71-5828 Trans-Western Express

Warning Local 57 is protesting the warning letter issued to Charles
Letter Imus on December 16, 1970.

The Union contends that Mr. Imus was moving his rig so a Klamath Falls driver could pull in his place when he pulled out and the other driver pulled in behind him. He did not see the driver's rig in the mirror and did not expect him to pull in behind him. The man has been an employee with the Company for ten years and has not even had a cautionary letter.

The Company contends that Mr. Hallnan and Mr. Imus, the other driver were both at fault for the damage to the Company's vehicles.

Case #1847.

JSC Motion: That the warning letter be upheld.

Deadlocked Oregon JSC January 4, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5829

Local 208, Los Angeles, California, and
Pacific Intermountain Express

Warning
Letter

George B. Clayton protests warning notice on July 17, 1970.

Case #SC-9-70- 7260.

JSC Motion: That based on the facts presented the warning letter
be upheld.

Deadlocked Southern California JSC December 4, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5830

Local 533, Sparks, Nevada, and
Wells Cargo

Warning
Letters

Union protests warning notice issued 11-5-70 to Fernandes,
Carder and Pedroni.

Company read letter sent to them dated July 16, 1970 from
Company interline carrier West Transportation. The three men
all have over five years seniority. Each driver has instructions
as to the hauling of explosives. Company read warning notice.

Union claims alleged violation happened in July and men issued
warning notices in November.

Case #CV-110-3245.

JSC Motion: That this case is improper before this committee.

Deadlocked California Valley JSC November 23, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 911, Klamath Falls, Oregon, and
2-71-5831 Trans-Western Express

Warning Local 911 is protesting the warning letter issued to Marty
Letter Hallnan on December 12, 1970, for a vehicular accident that
 occurred at the Eugene terminal.

Union contends that Hallnan, a Klamath Falls driver had pulled into the Eugene terminal and was asked to move his rig to the dock where another rig was positioned. While the other rig was pulling out, it hit Hallnan's rig in the front end. Mr. Hallnan saw the rig coming at him but he had no air horn to warn the driver that he was in the way. The Union feels that the man should not be issued a warning letter for this particular incident.

The Company contends that Hallnan and Imus, the other driver were both at fault for the damage to the Company's vehicles.

Case #1844.

JSC Motion: That the warning letter be upheld.

Deadlocked Oregon JSC January 4, 1971.

JOINT COUNCIL #7 DISPUTES

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-8-3562

Local 70, Oakland, California, and
Ringsby Truck Lines

Joint
Council #7
Dispute

The Company is trapping American President Lines vans at the consignee or shippers in Local 70 jurisdiction. The shipper or consignee is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

The Company's position is that they are only paid by American President Lines for the pull and if any extra labor is performed the American President Lines is billed for it.

Case # LD-3472.

Joint Council #7 Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee
January 4, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-8-3580

Local 85, San Francisco, California, and
Delta Lines, Inc.

Joint
Council #7
Dispute

Whether or not air freight picked up at the airport is, or is not, connecting carrier freight.

Union's position was that the Company used a swing shift hostler to pick up freight at the airport and bring it to the terminal. The Union is asking for time and a half for the grievant's entire shift.

Company stipulates to facts but took the position that they were a party to the A.C.I. Tariff, that air freight is connecting carrier freight and that the grievant did not deliver the freight but did bring it back to the terminal for loading on out-bound units.

Case #LD-3565.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 18, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee retain jurisdiction until Local 85 can bring proof that past practice in this area exists. If the rate in this matter is a through rate with division of revenue, the claim of the Union is denied; if two or more rates are applied as a combination of locals, the claim of the Union is allowed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
2-9-4374

Encinal Terminal Container Division, and
Local 85 - San Francisco, California

Joint
Council #7
Dispute

It was the position of the Union that the Company cannot pick and drop with Local 70 men within Local 85's jurisdiction.

It was the position of the Company that they can by the contract article and Agreements made by the Union with other carriers.

Case # LD-4302.

Joint Council #7 Motion: This case was referred directly to the Joint Council #7 Committee of the Joint Western Area Committee.

Joint Council #7 Labor-Management Committee date of action, November 21, 1968.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
2-9-4376

Local 287, San Jose, California, and
Pacific Motor Trucking

Joint
Council #7
Dispute

Union claims consignee cannot put loaded pallets on their
rollers for one driver to push into van and hand stack same.

It was the position of the Union that this was a violation of
Article 45 of the Supplemental Agreement.

The Company contended that this was proper under Article
45 of the Agreement.

Case #LD-4270.

Joint Council #7 Motion: That under the provisions of
Article 45 the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee
November 7, 1968.

February, 1969 JWAC Action: The committee will retain
jurisdiction with the understanding that the two parties will
get together and work out their particular problems based on
the discussion that was made.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
8-9-4809

Local 287, San Jose, California, and
Interstate Motor Lines

Joint
Council #7
Dispute

Shippers/Consignees Fork Lift entered a van with palletized freight, which was then unstacked by hand from the pallets and restacked by hand in the trailer.

Union requests: "Company be instructed to cease and desist this practice."

That as long as any hand loading is involved, the Shippers/Consignees Fork Lift may not go beyond the lip of the truck, which the Union construes to be that area immediately to the rear of the trailer itself.

The driver of the Fork Lift did not get off the Fork at any time, did no hand unloading or loading. The lip of the truck is construed by the Company to be the very rearmost portion of the truck bed itself, an integral part of the vehicle.

Case # 7-9-LD4835.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
July 17, 1969.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 85, San Francisco, California, and
2-70-5164 Pacific Motor Trucking

Joint Night hostler picked up freight at the Air Freight Terminals
Council #7 at San Francisco Airport. Is this payable at 1 1/2 overtime
Dispute as pick-up and delivery outside of regular daylight hours?

Union states that the Air Freight Companies are customers of P.M.T. and thus this should be construed as Local Pick-Up and Delivery work, and payable at the time and one-half rate.

Company states that this is provided for under the contract for merely the 10% night premium, in that it is the pick-up of Interline, or Connecting Carrier freight. The freight moves on a tariff to which both P.M.T. and the Air Freight Carriers are a party. The compensation which P.M.T. receives is based on a percentage division of thru rates.

Case #1-0-LD-5232.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 15, 1970.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 85, San Francisco, California, and
 8-70-5502 Pacific Motor Trucking

Joint Council #7 Dispute Union claims all employees of Company to be paid full days pay for May 14, 1970, or difference of 7 1/2 hours pay.

Company states that men reported for work, punched in, and started to work. Pickets arrived at the plant, there was discussion and the men were told to go home by the dispatcher.

Company says the men showed up for work at 7:00 A.M. and held a meeting to determine whether or not they should work. When pickets arrived the men left the dock, came back in, and punched out. They did so of their own accord.

Case #6-0-LD-5568.

Joint Council #7 Motion: That the case of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
 June 18, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 85, San Francisco, California, and
8-70-5503 Pacific Motor Trucking

Joint Senior man was moved from graveyard shift at Redwood City
Council #7 when this shift was abolished. Union feels he should have been
Dispute given opportunity to bump into swing shift position at the San
Francisco terminal, which is held by a junior man.

Union claims Hoffert to be compensated at applicable rate of
pay while junior man worked in San Francisco.

Company states that grievant bid for the graveyard hostler
position at Redwood City. They had a layoff caused by the labor
problem at Los Angeles and grievant's shift was eliminated.
He then worked at Redwood City in accordance with his seniority
on the day shift.

Case #6-0-LD-5592.

Joint Council #7 Motion: That based on the fact presented,
the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
June 18, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 287, San Jose, California, and
 8-70-5508 Western Gillette, Inc.

Joint Money claim for men who punched in and did not finish the day.
 Council #7 Union requesting the employees that went to work receive the
 Dispute difference in pay for a full day.

Men punched in, walked off because of labor dispute, were instructed by the local union representative to go back to work. They complied and worked the rest of the day. The Company refused to pay them for the full 8 hours guaranteed under the contract.

The Employer contends that the men walked off the job; there was no legal work stoppage. The Union representative instructed them to return to work after they had been off for about two hours. The Company allowed them to return to work, but only paid them for total number of hours worked that day, not for the time they were indulging in the illegal work stoppage.

Case #5-0-LD-5483.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
 May 7, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
11-70-5682 Pacific Motor Trucking

Joint
Council #7
Dispute

Union claims that men in question were bid doubles drivers, when two swing shift men went on vacation these two men were moved into their positions. They were informed Friday that they would work Monday on swing shift as replacements rather than their regular bid day shifts. No casuals were called in on Monday day shift to fill their spots as it was not necessary. They finished their swing shift Tuesday A.M. at 12:30. They could not be called back in for the day shift as the full 8 hours would not have passed between shifts. The Union feels, that as casuals were called to work the day shift on Tuesday the two men should have been allowed to work it even though only 7 1/2 hours had elapsed since the end of their last shift.

Company stipulates that the above is correct, but believe that it is not possible to call men back on a shift unless they have had a minimum of 8 hours off the clock.

Case #8-0-LD 5707.

Joint Council #7 Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
October 1, 1970.

November, 1970 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5832

Local 70, Oakland, California, and
Ringsby System

Joint
Council #7
Dispute

Union claims that Company dropped trailers at Raytheon Company South San Francisco, an extended loading took place which exceeded thirty-six hours. Union claims that the Local 70 driver who took the trailers to Raytheon should have stayed with the equipment while it was being loaded. The trailers were loaded by Raytheon employed Local 85 household moving men.

The Employer's position is that Article 47 of the Local Pick-Up and Delivery allows this type of operation, that the trailers were loaded by Local 85 Union men, that the loading extended for a period in excess of 36 hours as outlined in the agreement.

Case #11-0-LD-5880.

JSC Motion: That based on Article 47, Section 2, subparagraph a (3-4) the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
November 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
2-71-5833 Ringsby System

Joint
Council #7
Dispute

Union claims that Company dropped a full load of laundry machinery at a consignees place of business in Richmond. No driver stayed with the trailer, and the Company picked it up, empty on Monday. The Union feels that a Local 70 employee should have stayed with the trailer. Trailer was unloaded by fork lift.

Company states that the load was dropped at the laundry, the laundry as it moved old machinery out unloaded the new machinery by fork lift and moved it into position. The fork lift was operated by a Local 315 Teamster. The unloading consumed over a 36 hour period and the company picked it up, empty, as soon as the laundry notified it on Monday that it was available. Company feels that Article 47, Section 2 (a 3) supports its position.

Case #11-0-LD-5881.

Joint Council #7 Motion: That based on Article 47, Section 2 (a 3) the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
October 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 85, San Francisco, California, and
2-71-5834 I. M. L. Freight, Inc.

Joint
Council #7
Dispute

Union requests one day's pay for man on layoff out of the hiring hall.

Company is bobtailing tractors with Oakland drivers from Oakland to San Francisco. They go to the Company's San Francisco terminal and pick up loaded sets and take them back to the East Bay. Union feels this is Local 85 work and belongs to either Local 85 men on layoff from the Company or to men out of the Local 85 hiring hall.

Company feels this is a normal operation, has been doing it for years and sees no reason why, under the Bay Area jurisdiction this is not permissible.

Case #11-0-LD-5877.

Joint Council #7 Motion: That if there were any Local 85 men on layoff from the Company, the claim is allowed, if not, it is denied.

Deadlocked Joing Council #7 Labor-Management Committee
November 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5835

Local 85, San Francisco, California, and
Western Carloading

Joint
Council #7
Dispute

Union requests that payment of one night shift 12:00 A.M. -
8:00 A.M. and right to attain seniority for V. Dutra.

Employee worked out of the hall for a period of 22 days and is
entitled to seniority.

Company claims that the employee had not qualified for a position
on the regular seniority list in that he had not worked the required
30 days as outlined in Article 41. The Company produced records
indicating that they had notified the Union hiring hall that the man
was unacceptable, but that the hall had continued to dispatch him
to them, and in several instances when the supervisor concerned
was not present the man had been worked, although all of the time
he worked did still not amount to the 30 days required by the
agreement.

Case #11-0-LD-5839.

Joint Council #7 Motion: That based on the facts presented,
the claim is denied under Article 41, Section 1.

Deadlocked Joint Council #7 Labor-Management Committee
November 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 287, San Jose, California, and
 2-71-5836 Cancilla Trucking

Joint Union requests 8 hours pay for H. Earle.
 Council #7

Dispute The Company is party to the Full Load agreements which carries an endorsement on the Full Load application that when the Company is performing local pick-up and delivery work the conditions of the Local PUD contract will be complied with.

The Full load contract is not part of the Joint Council #7 grievance procedure and cases which are filed against carriers under this contract are supposed to be heard at the California Valley Area Committee Full Load Grievance Panel in Sacramento. The conditions that the Union is referring to are not intended to amend or void the grievance procedure as outlined in the controlling contract, the Full Load Agreement.

Case #11-0-LD-5876.

Joint Council #7 Motion: That the case is improperly before this committee and should be referred to the Full Load Committee for hearing.

Deadlocked Joint Council #7 Labor-Management Committee
 November 19, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5838

Local 287, San Jose, California, and
Pacific Intermountain Express

Joint
Council #7
Dispute

Union requests that Gerald Durham should be compensated the difference between what he made on the day in question and what Paul Tribon was paid.

Union claims Company dispatched bid heavy duty man with set of doubles instead of giving it to the bid doubles driver.

Company claims that on Friday an overflow of one trailer developed on the north run which is bid heavy duty. They gave the trailer to the north man who dropped it off on his way north and picked it up again on his return. The bid doubles driver was in the south end of the zone.

Case #10-0-LD-5795.

Joint Council #7 Motion: That the claim is upheld.

Deadlocked Joint Council #7 Labor-Management Committee
November 5, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
2-71-5839 California Motor Express

Joint Union claims 4 hours pay for Carl Martorell at broken time rate
Council #7 and also that the Company be ordered to cease and desist this
Dispute practice.

The Company instructed a Levi Straus fork lift operator to take his fork lift into the trailer with a loaded pallet and to drop same in van. He was then to take the empty pallet out of the trailer after the driver had unloaded from the pallet and hand stacked the freight. The Union feels that the fork lift had no right to be in the van with a member of the bargaining unit when the fork driver was not a member.

Company relies upon the wording of Article 47 (2) (d) . The Company further points out that the fork lift operator never got off his fork in the van, that he simply took a loaded pallet in and brought an empty pallet out, the fork lift driver did not touch a piece of the freight involved. All freight was hand loaded by the driver, a member of Local 287 bargaining unit.

Case #1-71-LD-5946.

JSC Motion: That under the provisions of Article 47 (2) (d) the claim is denied.

Deadlocked Joint Council #7 Labor-Management Committee
January 7, 1971.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
2-71-5840

Local 315, Martinez, California, and
Santa Fe Trails Transportation

Joint
Council #7
Dispute

Money claim for new equipment wage scale, retroactive.

Union claims \$6,903.00 in back pay for various operators and ground men of travel lift. Union has made an estimate of amount of pay retroactive to date that new rate was requested.

Company has records of all ramping and de-ramping containers or pigs during this period and has arrived at a figure much less than that indicated by the Union.

Case #10-0-LD-5790.

Joint Council #7 Motion: That the Unions position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
December 17, 1970.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
 * * * * *

Case # Local 980, Santa Rosa, California, and
 2-71-5841 Pacific Motor Trucking

Joint Union claims "lock out" when barn was picketed by Railway
 Council #7 Brotherhood. Union requests that each employee be paid for the
 Dispute portion of the shift he would have worked if the Terminal Manager
 had not locked them out.

There was work available at the facility but the Terminal Manager
 would not permit his employee to clock in after they had been
 delayed by a Railway Brotherhood picket line at the entrance to
 the facility.

Company attempted in every way to avoid the problem of having
 its employees uncertain as to whether or not to cross the Railway
 picket line, however, Local Union business representative made
 no attempt to ascertain as to whether or not the picket line was
 to be observed. By the time said agent had concluded that it was
 permissible for the employees to cross the picket line it was
 9:30 A.M., the Company feeling that because of the 8:00 A.M.
 starting time, and the guaranteed 8 hours it would make the day
 too expensive, and would incur too much overtime so the terminal
 remained closed the day in question. No employee clocked in
 that day.

Case #1-71-LD-5942.

Joint Council #7 Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee
 January 7, 1970.

National Grievance Committee

RECEIVED
MAR 12 1971

Union Chairman:
Frank E. Fitzsimmons
25 Louisiana Ave., N.W.
Washington, D. C. 20001

Employer Chairman:
Raymond F. Beagle
1420 N Street, N. W.
Washington, D. C. 20005

February 25, 1971

*Leishman
Murray
Murray
Jenkins*

RECEIVED
MAR 12 1971

Mr. Alex Leishman, Secy-Treas.
Teamsters Local Union #70
70 Hegenberger Road
Oakland, California 94621

Mr. Rodney Lochmiller, Vice Pres
The Ringsby System
3201 Ringsby Court
Denver, Colorado, 80216

Re: N-11-70-W5 Local 70 (Oakland) and Ringsby Truck Lines
Article 8, Section 3(b) (Work Stoppages), NMFA.

Gentlemen:

The National Grievance Committee received the report of the special committee in the subject matter and adopts the special committee's recommendation that Local 70 in this instance did not participate in the work stoppage.

Very truly yours,

Frank E. Fitzsimmons
Frank E. Fitzsimmons
Union Committee Chairman

R. F. Beagle
R. F. Beagle
Employer Committee Chairman

cc:
Mr. Verne Milton
Mr. E. J. McCarthy
Mr. R. S. McIlvennan
Mr. Charles Lawlor
Mr. Gordon Kirby
Mr. Roy Williams
Mr. George King